

CITY COUNCIL  
September 27, 2016



## CITY OF LINCOLN CITY COUNCIL September 27, 2016

*Spencer Short, Mayor*

*Peter Gilbert, Mayor Pro Tem*

*Paul Joiner, Council Member*

*Stan Nader, Council Member*

*Gabriel Hydrick, Council Member*

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**AS A COURTESY, PLEASE TURN OFF ALL CELL PHONES & ELECTRONIC DEVICES DURING THE MEETING**

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### REGULAR CITY COUNCIL

6:00 PM

**City Hall**

**Council Chambers**

600 Sixth Street  
Lincoln, CA 95648

1. **Call to Order**
2. **Roll Call**
3. **Report from Closed Session - (if any)**
4. **Pledge of Allegiance**
5. **Invocation by Rabbi Yossi Korik of Chabad Jewish Center in Roseville.**



**CITY COUNCIL**  
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**6. Agenda Review Modification**

- 7. Citizens Addressing Council** - If you wish to address Council on any item of interest to the public and within the Council's purview (the item may or may not be on the agenda), please complete a speaker card (voluntary) and deliver it to the City Clerk prior to the meeting. When your name is called, stand to be recognized by the Mayor. Please note: comments from the audience WITHOUT coming to the podium may be disregarded or ruled out of order. All speakers' time will be limited to three (3) minutes, unless extended by the Mayor. ALL comments/questions should be addressed to the Mayor and in most cases, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda.

**8. Presentations**

- 8.A. Adopt PROCLAMATION 2016-19 Designating September 17-23, 2016 as Constitution Week". (Short)

[8A Proclamation 2016-19.pdf](#)

- 9. Consent** - NOTICE TO THE PUBLIC: All matters on the Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a member of the City Council or a citizen requests a specific item be removed from the Consent Agenda for separate action. Any items removed will be considered after the remainder of the Consent Agenda.

- 9.A. MINUTES – Approve Minutes of the September 6, 2016 Special Work Session Meeting. (Scanlon)

[9A - 09-06-2016 work session minutes.pdf](#)

- 9.B. MINUTES – Approve Minutes of the September 13, 2016 Regular Meeting. (Scanlon)

[9B - 9-13-2016 MINUTES.pdf](#)

- 9.C. WARRANTS – Adopt Resolution 2016-184 receiving/filing Warrants of September 2, 9 and 16, 2016. (Scanlon)

[9C warrants FINAL.pdf](#)

- 9.D. CONFLICT OF INTEREST POLICY – Adopt RESOLUTION 2016-185 amending the City's Conflict of Interest Policy to comply with Fair Political Practices Commission requirement of Biennial Review of Conflict of Interest Codes. (Scanlon)

[9D-Conflict of Interest.pdf](#)

- 9.E. AITKEN PARK PHASE 2 – Adopt Resolution 2016-186 authorizing the City Manager to execute a Construction Agreement (Agreement) for Aitken Park Phase 2 with Meritage Homes of California, Inc. (Leftwich)



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[9E-Lincoln Aitken Park Phase 2 DOC1 staff report & docs 2016Sep27 rleftwich FINAL.pdf](#)

- 9.F. SOLAR ORDINANCE - Second read and adoption of ORDINANCE 918B by title and number only Text Amendments to Chapters 18.12, 18.14, 18.16, 18.18, 18.20, 18.22, 18.24, 18.26, 18.28, 18.29, 18.30 of the Lincoln Zoning Ordinance addressing Solar Energy Systems as a principally permitted and accessory permitted use within the City. (Bermudez)

[9F-Lincoln Solar Second read staff report & DOCS.pdf](#)

- 9.G. MEADOWLANDS - (1) Second read and adoption of ORDINANCE 920B approving a rezoning for the Meadowlands project; (2) Second read and adoption of ORDINANCE 921B approving an amended General Development Plan for the Meadowlands project. (Prosser)

[9G1-Meadowlands City Council Second Reading Staff Report & DOCS.pdf](#)

- 9.H. WORK ORDER SYSTEM - Adopt RESOLUTION 2016-187 authorizing the City Manager to: (1) Execute a Contract for Services with Websoft Developers, Inc. to provide the City with a Mobile Maintenance Management Solutions (MMS) work order system for a total amount not to exceed \$113,135 for a three-year period (ending September 27, 2019), with the option to extend the contract for one additional three-year term and to execute any necessary change orders that are within the contingency budget; and to (2) Augment the FY 16/17 Public Services budgets in the amounts of: \$17,995 from Fund 730; \$10,094 from Fund 223; \$8,778 from Fund 710; \$2,195 from Fund 720; \$2,195 from Fund 270; and \$2,633 from Fund 600. (Hanson)

[9H-WorkOrderSystem Staff Report & DOCS.pdf](#)

- 9.I. VACTOR SEWER TRUCK PURCHASE - Adopt RESOLUTION 2016-188 authorizing the City Manager to purchase a Vactor 2100-Plus sewer cleaning truck for use by the Streets and Wastewater Divisions of Public Services. The vehicle would be purchased using a cooperative purchasing agreement with the NJPA (National Joint Powers Alliance) Contract #022014-FSC in an amount not to exceed \$406,589, \$136,589 from Fund 223 (Streets) and \$270,000 from Fund 721 (Wastewater). (Hanson)

[9I-City Council Report Vactor & DOCS 09-27-2016.pdf](#)

**10. Public Hearings**

**11. General Business**

- 11.A. CALPERS AMENDMENT – Waive full reading and introduce by title only ORDINANCE 916B approving an amendment to the contract between the Board of Administration of the California Public Employees' Retirement System and the City Council of the City of Lincoln. (Trupovnieks)

[11A-Staff report & DOCS - PERS Ordinance 9.13.pdf](#)



## **CITY COUNCIL**

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11.B. POLICE / FIRE SIDE LETTER – Approval of a side letter to comply with CalPERS audit finding 2H which adds special compensation defined as “Temporary Upgrade Pay” of not less than five percent (5%) of an employee’s present salary to the existing Police and Fire Mid Management Supervisory Group Collective Bargaining Agreement. (Trupovnieks)

[11B - Side letter.pdf](#)

11.C. No Smoking in City Parks & Facilities Information Item intended to obtain input from Council. (Hanson)

[11C - No Smoking Ordinance Informational Item.pdf](#)

11.D. REPEAL SOLAR MORATORIUM ORDINANCES - Adopt URGENCY ORDINANCE 922B repealing Urgency Ordinances 912 B and 915B which placed a moratorium on the approval of permits for all solar energy systems larger than 15 kilowatts. (Walker)

[11D SOLAR REPEAL.pdf](#)

## **12. Information Items**

12.A. SGMA - Discuss Sustainable Groundwater Management Act meeting (Brower)

## **13. Council Initiated Business**

## **14. Committee Reports**

## **15. Adjournment**





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**NOTE:** *Materials related to an item on this Agenda submitted to the Council/Redevelopment Successor Agency after distribution of the agenda packet are available for public inspection in the City Clerk's office at 600 Sixth Street, Lincoln, CA during normal business hours. Such documents are also available on the City of Lincoln's website at <http://www.lincolncalifornia.gov/> subject to staff's availability to post the documents before the meeting.*

In compliance with the American with Disabilities Act, the City will provide special assistance for disabled members of the public. The meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need a disability-related modification or accommodation to participate in the meeting, please contact the City Clerk's Office at (916) 434-2490. As a courtesy, please make every effort to inform the Clerk of your needs at least 24 hours prior to the meeting so the City may make reasonable arrangements to ensure accessibility to this meeting.

Pursuant to applicable laws and regulations, including without limitation, California Government Code Section 65009 and/or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (including any action regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, the public hearing.



**PROCLAMATION 2016-19**

**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF LINCOLN  
DESIGNATING SEPTEMBER 17-23, 2016 AS "CONSTITUTION WEEK"**

**WHEREAS**, September 17, 2016 marks the two hundred and twenty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS**, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

**WHEREAS**, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

**WHEREAS**, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as constitution week; and

**NOW, THEREFORE, BE IT PROCLAIMED**, that the City Council of the City of Lincoln hereby proclaims September 17 through 23, 2015 to be CONSTITUTION WEEK in the City of Lincoln, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

**PASSED AND ADOPTED** this 27<sup>th</sup> day of September, 2016 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

\_\_\_\_\_  
Spencer Short, Mayor

Attest: \_\_\_\_\_  
Gwen Scanlon, City Clerk

City of Lincoln

City of Lincoln



9A

**MINUTES  
CITY OF LINCOLN CITY COUNCIL &  
LINCOLN REDEVELOPMENT SUCCESSOR AGENCY  
SPECIAL MEETING MINUTES  
Council Work Session  
September 6, 2016**

**CLOSED SESSION MEETING**

**2:30PM - City Manager's Conference Room**

1. Conference with Legal Counsel – Anticipated Litigation  
Initiation of litigation pursuant to Government Code § 54956.9(d)  
(One Potential Case)

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**OPEN SESSION**

**3:00PM – 5:00 PM\* -First Floor Conference Room**

Mayor Short called the meeting to order at 3:00PM and stated there was no report from closed session.

- |                     |                        |  |
|---------------------|------------------------|--|
| <b>2. ROLL CALL</b> | Councilmen present:    | Gabriel Hydrick<br>Paul Joiner<br>Stan Nader   |
|                     | Mayor Pro Tem:         | Peter Gilbert  |
|                     | Mayor:                 | Spencer Short  |
|                     | Staff members present: | Matt Brower, City Manager<br>Leslie Walker, City Attorney<br>Steve Ambrose, Support Services Director<br>Jim Bermudez, Dev. Svcs. Division Manager<br>Jennifer Hanson, Public Services Director<br>Ray Leftwich, City Engineer<br>Steve Prosser, Senior Planner<br>Gwen Scanlon, City Clerk<br>Kurt Snyder, Fire Chief<br>Shawn Tillman, Economic Dev. Manager<br>Matt Wheeler, Community Development Director |

Various City employees, consultants and members of the public were also present.

3. PLEDGE OF ALLEGIANCE led by Mayor Short.
4. PUBLIC COMMENT – none
6. APPROVE A LETTER OF SUPPORT FOR SB 879 (BEALL) AFFORDABLE HOUSING BOND ACT OF 2016 – **ACTION REQUIRED**

Mayor Short stated item 6, SB879 would be heard first. Matt Brower, City Manager, stated one Councilmember requested this item be added to a future agenda at the last regular Council meeting. Councilman Joiner clarified this would be a general obligation bond or a tax by the State in order to provide affordable housing and stated he could not support. A brief discussion ensued with Councilman Nader motioning and Councilman Gilbert seconding to approve a letter

of support for SB 879 (Beall) Affordable Housing Bond Act of 2016 – **Motion Failed** by the following vote: Nader - Aye, Gilbert - No, Hydrick – No, Joiner – No and Short – No.



Steve Ambrose, Support Services Director, stated the Summerset Fees had been discussed at a Council work session a few months ago and staff had prepared a table with the proposed fees submitted by the applicant, the current City fees as well as the proposed City fees and requested direction from Council. Craig Sandberg, Legal Counsel for the Summerset project, was in attendance and stated they were in agreement with staff's methodology. Matt Brower, City Manager, stated this item requires no action but would be brought to the next Council meeting on September 13, 2016.

## 7. VILLAGE 1 INFRASTRUCTURE FINANCE PLAN & DEVELOPMENT AGREEMENT TEMPLATE

Matt Wheeler, Community Development Director, and Jamie Gomes, EPS consultant representing the City, both presented a powerpoint on the infrastructure finance plan and development agreement. An extensive Council discussion ensuing regarding properties included in the plan and the distinction between a land owner and developer; cost containment on Public Facility Element (PFE) projects and what will happen if actual costs are greater than estimates; how PFE credits are valued and when PFE fee area for Village 1 will be established and an assessment of an administrative fee to process and reconcile plan area fees and backbone infrastructure expenditures; whether a Communities Facility District (CFD) be undone by a simple majority vote and what strategies are there to reduce or eliminate this risk; the number of police officers used in the study and if it requires a general plan amendment; the cost per officer and the proportional amount included in the service CFD and whether \$500/unit is adequate to cover public safety costs; whether preserves and open space costs included in CFD; the Breakdown of CFD costs for each category and which City services such as Library and recreation are not included and why. Mayor Short opened the discussion to the public at 5:09PM with the following comments:

- a) Shirley Russell, a Lincoln resident, stated she agreed with Lincoln News Messenger Steve Archer's recent article asking for transparency and stated microphones are needed for these meetings as she was unable to hear most of what was said. Ms. Russell stated she was also concerned that enough PFE fees were collected to pay for City services such as the Library and Public Safety and also stated these meetings should allow more public input.
- b) Mary Leavell, a Lincoln resident, stated she owns property in Village 1 and was concerned that she would not be able to continue ranching and would be pulled into the Mello Roos fees and was concerned that she hadn't been able to review the project documents.
- c) Tony Frayji, Village 1 project engineer, clarified that one of the larger PFE items is improvements to Ferrari Ranch Road and Highway 193 and when you remove that improvement there is only \$14 million in infrastructure improvements and that when they prepared the engineer's estimates they solicited three bids to accurately estimate.

Mayor Short closed the public discussion at 5:18PM with additional discussion ensuing on the trails on Auburn Ravine as the features are not clear; estimated cost of regional park programming and how City will confirm contaminated land is cleaned up prior to City acquisition; operation of water system—looping and drawing concerns; what percent of uncollected property tax was included in the calculations; a number of Development Agreement questions and whether the project should be discussed at the September 13, 2016 Council meeting or pushed to a later date.

## 8. COUNCIL INITIATED BUSINESS - none

## 9. ADJOURNED by Mayor Short at 5:45PM



- A) Gerry Morse, a Lincoln resident, thanked the Council for not letting the Project slide by and for their effort researching.
- B) Linda Olarrea, a Lincoln resident, also expressed gratitude and her noise concerns and the short-term and long-term effects of noise, heat and radiation on residents' health.
- C) Pam Abad, a Lincoln resident, also expressed gratitude and stated on-ground solar was not appropriate for residents who frequent the restaurant and amphitheater.
- D) Tom Hovde, a Lincoln resident, expressed his concern that the Project would be a public nuisance with the humming and would require a chain link fence otherwise residents could walk right up to it presenting a danger. Mr. Hovde suggested the Project be moved to the maintenance yard or parking lot of the golf course.
- E) Michael Deal, a Lincoln resident, stated he was on the Sun City Lincoln Hills Board and the board was also concerned that property values would decline for those houses that the Project backed up to.

Mayor Short closed the public comment at 4:15PM and called for a vote. Motioned by Councilman Gilbert and seconded by Councilman Joiner to approve **Urgency Ordinance 912b** placing a moratorium on the approval of permits for all solar energy systems except small rooftop solar energy systems **Approved** by the following roll call vote: Gilbert-Aye, Joiner-Aye, Nader –Aye and Short-Aye; Hydrick-Absent.

## 10. FIRE SHARED SERVICES JOINT USE AGREEMENT

Mike Davis, Interim Fire Chief, presented a powerpoint and stated the Fire Chief position has been vacant since 2011.

Councilman Hydrick arrived at 4:26PM.

Councilman Gilbert and Joiner were on the Fire Services ad hoc committee and provided additional background. Councilman Nader and Mayor Short requested the analysis used to decide on proposed model of shared services with Rocklin be distributed to all Council. Mayor Short opened the discussion to the public at 4:38PM with the following comments:

- a) Lena Labosky, a Lincoln resident, asked if Councilman Hydrick's proposal had been reviewed.

Councilman Hydrick stated his proposal contained a different business model with additional services provided by American Medical Response (AMR) and was different than this solution which addresses leadership. Matt Brower, City Manager, stated this initiative does not preclude the City from looking for other opportunities in the future.

- b) Byron Chapman, a Lincoln resident, asked about response times to the City core, contingency services in an emergency and where the funding was coming from.

A brief discussion by the Council ensued with consensus to bring the proposed shared services agreement to the June 14, 2016 Council meeting.



11. ADOPT ONE (1) RESOLUTION: ADOPT **RESOLUTION 2016-106** ESTABLISHING REVISED REGULATIONS AND RESTRICTIONS ON THE DELIVERY AND CONSUMPTION OF WATER WITHIN THE CITY'S SERVICE AREA THAT WILL NOT RESTRICT THE ALLOWABLE NUMBER OF DAYS FOR OUTDOOR IRRIGATION, THAT WILL CALL FOR A VOLUNTARY WATER CONSERVATION GOAL OF TEN PERCENT FOR ALL WATER CUSTOMERS BY CONTINUATION OF A NUMBER OF RESTRICTIONS.

Jennifer Hanson, Public Services Director, presented a powerpoint and stated the State Water Resources Control Board (SWRCB) restrictions had changed to self-certification and the City is targeting a 10-percentage voluntary water conservation goal. She continued staff would like to revisit the emergency restrictions and remove the number of days allowed for irrigation (encouraging every other day) and allow ornamental turf but keep many of the restrictions previously approved by Council. Councilman Hydrick was concerned with the word voluntary in the conservation goal and a brief discussion ensued regarding that term and its implications. Mayor Short was concerned with getting reclaimed water credits from the State and the restricted hours for irrigating as not all residents have automated irrigation. Mayor Short opened the discussion to the public at 5:30PM with no comments.

Motioned by Councilman Joiner and seconded by Councilman Nader to approve **Resolution 2016-106** establishing revised regulations and restrictions on the delivery and consumption of water within the City's service area that will not restrict the allowable number of days for outdoor irrigation, that will call for a voluntary water conservation goal of ten percent for all water customers by continuation of a number of restrictions - **Approved** by the following roll call vote: Joiner-Aye, Nader -Aye, Gilbert-Aye, Hydrick-Aye and Short-Aye.

12. ACTIVE TRANSPORTATION GRANT APPLICATION – PUBLIC OUTREACH

Araceli Cazarez, Associate Engineer, and Eric Smith, Mark Thomas & Company consultant to the City, presented a powerpoint presentation as public outreach for an Active Transportation Grant Application for the Lincoln Boulevard project. A brief discussion ensued regarding the design of the intersection at McBean Park Drive and Lincoln Boulevard and nearby parking. Mayor Short opened the discussion to the public at 5:55PM with no comment and received Council consensus to move forward with the grant application.

13. VILLAGE 1 TRANSITIONING HOMES ON SEPTIC/WELL TO CITY SERVICES

Ray Leftwich, City Engineer, presented a powerpoint presentation and stated there are approximately 25 units in the Village 1 annexation area with 10 of those close to nearby utilities that could be converted to City water/sewer relatively soon. A brief discussion ensued regarding costs of conversion and possible incentives.

Jon Hobbs, City Attorney, stated Councilman Joiner owns property in the discussion areas and Councilman Joiner exited the meeting at 6:03PM.

Mayor Short and remaining Councilmen instructed staff to explore financing possibilities to cover only the costs which would be paid to the City.

14. **ADJOURNMENT** at 6:10PM.







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City Council & Lincoln Redevelopment Successor Agency  
September 6, 2016 Work Session







9B

**MINUTES**  
**CITY OF LINCOLN CITY COUNCIL, PUBLIC FINANCE AUTHORITY**  
**and REDEVELOPMENT SUCCESSOR AGENCY**  
**Regular Meeting**  
**September 13, 2016**

**OPEN SESSION MEETING**  
**City Hall - Third Floor Conference Room**

**CALL TO ORDER by Mayor Short at 6:23PM.**

**ROLL CALL:** Councilmen present: Paul Joiner  
Stan Nader  
Gabriel Hydrick  
Mayor Pro Tem: Peter Gilbert  
Mayor: Spencer Short  
Staff members present: Matthew Brower, City Manager  
Leslie Walker, City Attorney  
Jennifer Hanson, Public Services Director  
Steve Ambrose, Dir. Support Services  
Ray Leftwich, City Engineer  
Tim Harrigan, Police Chief  
Matt Wheeler, Community Development Director  
Dia Gix, Records Coordinator

Various City employees, consultants and members of the public were also present.

**PLEDGE OF ALLEGIANCE** led by Mr. Ross Snider.

Mayor Short announced that there was no action to report from Closed Session.

Citizens Addressing the Council

Susie DeVries of Lincoln expressed concern regarding increased traffic due to development on the East side of town and a lack of police presence. She would also like to see a more aggressive response to the Homeless occupying public places.

Albert Scheiber of Lincoln expressed that he has not received adequate notice or cooperation from the Community Development Department in regards to future development projects and notifications.

Byron Chapman expressed frustration that more information regarding the departure of Police Chief Rex Marks has not been forthcoming.

Consent Agenda: Items 9F, 9G, 9I and 9K were pulled for separate discussion.

Motioned by Gilbert and seconded by Joiner to approve the balance of the consent agenda.  
Unanimously approved. Those items approved were:

- 9A. Minutes of the August 9, 2016 Regular Meeting.
- 9B. Resolution 2016-165 receiving/filing Warrants of August 18, 19, 26 and 29, 2016.
- 9C. Resolution 2016-166 waiving staff costs related to the 2016 Independence Day Fireworks Show.
- 9D. Resolution 2016-167 accepting the Cathodic Protection Improvement Project as complete and authorize the City Clerk to file the Notice of Completion with the Placer County Recorder.



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City Council, Public Finance Authority and  
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9E. Resolution 2016-168 appropriating \$188,000 from Fund 221 – Street Fund: Gas Tax to augment the Fiscal Year 2016-17 Street Resurfacing Project CIP 124 budget and to (2) Adopt Resolution 2016-169 authorizing the City Manager to execute a Contract for Construction with VSS International, Inc. \$817,667 for the Fiscal Year 2016-17 Street Resurfacing Project, CIP 124, and authorizing the City Engineer to approve change orders in the amount of \$80,000 and authorizing the City Manager to execute a task order with Salaber Associates, Inc. in the amount of \$82,800 for construction management and inspection services.

9H. Resolution 2016-172 authorizing the City Manager to sign the Frontage/Public Improvement Agreement for In-N-Out Burger.

9J. Resolution 2016-174 authorizing the City Manager to: A) execute a Contract for Services with ATC Group Services, LLC. for the purpose of providing consulting services for the Closed Lincoln Landfill Ongoing Monitoring and Maintenance Project for a total amount not to exceed \$135,852 (10 percent contingency included) for a three year term (ending June 30, 2019) with the option to extend the contract for one-additional three year term and B) Augment the Fiscal Year (FY) 2016/2017 Solid Waste budget in Fund 730 in the amount of \$45,284.

9L. Resolution 2016-175 approving the Deposit and Reimbursement Agreement between the City of Lincoln and Meritage for bond issuance costs related to the Sorrento Project - CFD 2005-1.

Items pulled from Consent:

9F. Amendment 5 Consolidated CM Contract - Following a clarification by Staff motioned by Mayor Short and seconded by Joiner to adopt Resolution 2016-170 authorizing for the City Manager to execute Amendment No. 005 to the Contract for Services Consolidated CM to provide for ongoing services related to completion and closeout of the Mid-Western Placer Regional Sewer Project. Unanimously approved.

9G. Amendment 1 to PCWA Facilities Agreement - Following a clarification by Staff motioned by Joiner and seconded by Gilbert to adopt Resolution 2016-171 authorizing the City Manager to execute Amendment 1 to PCWA Facilities Agreement No. 2521 for the upsizing of the Phase 3 Lincoln/Penryn Pipeline and Metering Station. Unanimously approved.

9I. Cardno Contract - Following brief discussion motioned by Joiner and seconded by Hydrick to adopt Resolution 2016-173 authorizing the City Manager to: execute a Contract for Services with Cardno for environmental consulting services for the purpose of completion of an Overall Open Space And Preserve Management plan for a total amount not to exceed \$27,500 (10% escalation included) for a one-year period (ending September 13, 2017), with the option to extend the contract for one additional one-year term and augment the Fiscal Year (FY) 2016/2017 Development Services budget in Fund 248 in the amount of \$27,500. Unanimously approved.

9K. Utility Billing Adjustment Ordinance – Motioned by Gilbert and seconded by Joiner to adopt Ordinance 917B amending Chapter 13.04 of the Lincoln Municipal Code relating to utility billing adjustments. Approve by Roll Call vote: Gilbert-Aye, Joiner-Aye, Nader-Aye, Hydrick-Aye, Short-No.



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City Council, Public Finance Authority and  
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Regular Meeting

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**PUBLIC HEARINGS**

10A. SOLAR ORDINANCE - Development Services Manager Jim Bermudez presented a brief staff report. Public hearing opened at 6:57PM Byron Chapman of Lincoln spoke in support of Solar Power. Following general discussion motioned by Gilbert and seconded by Joiner to introduce Ordinance 918B by title and number only Text Amendments to Chapters 18.12, 18.14, 18.16, 18.18, 18.20, 18.22, 18.24, 18.26, 18.28, 18.29, 18.30 of the Lincoln Zoning Ordinance addressing Solar Energy Systems as a principally permitted and accessory permitted use within the City. Approved by the following Roll Call vote: Gilbert-Aye, Joiner-Aye, Hydrick-Aye, Nader-Aye, Short-Aye.

Mayor Short announced that Items 10E and 11D would be moved to next on the Agenda to accommodate Bond Counsel's participation in the discussion.

10E. Bond Refunding - Director of Support Services Steve Ambrose presented the staff report, explaining that the proposed actions would save the City a considerable amount of money and allow more flexibility in future use or sale of one building at the Corporation Yard. Public hearing opened at 7:14PM. Byron Chapman of Lincoln asked what the City planned to do with the savings. Public hearing closed at 7:15PM Motioned by Gilbert and seconded by Joiner to adopt City Council Resolution 2016-183 approving: A. The issuance by the Lincoln Public Financing Authority (LPFA) of not to exceed \$22,500,000 aggregate principal amount of lease revenue refunding bonds in one or more series, on a taxable and/or tax exempt basis; B. Authorizing the forms of and directing the execution and delivery of a trust agreement, a site lease, a facility lease, a bond purchase agreement and a continuing disclosure agreement; C. Approving form of and distribution of a preliminary official statement and official statement; D. Appointing bond and disclosure counsel for such refinancing; and E. Authorizing taking of necessary actions and execution of necessary certificates in connection therewith. Acting as the Lincoln Public Finance Authority Board; adopt Lincoln Public Finance Authority Board Resolution 2016-01 authorizing: A. The issuance and sale of not to exceed \$22,500,000 Lincoln Public Financing Authority (LPFA) Lease Revenue Refunding Bonds (Municipal Facilities Project), Series 2016; B. Approving forms of and execution of said site lease, facility lease, trust agreement, escrow agreements, and bond purchase agreement; C. Approving form of and distribution of a preliminary official statement and official statement for the sale of said bonds; D. Appointing bond and disclosure counsel for such refinancing; and E. Authorizing taking of necessary actions and execution of necessary documents and certificates in connection therewith. Unanimously approved.

11D. BOND REFUNDS - Motioned by Joiner and seconded by Hydrick to adopt RDA Successor Agency Resolution 2016-02S authorizing: A. Authorizing the issuance of its tax allocation refunding bonds, series 2016, in one or more series; B. Approving forms of an indenture and a purchase contract; and C. Making certain determinations relating thereto. Unanimously approved.

10B. MEADOWLANDS – Senior Planner Steve Prosser presented the staff report. Applicant representative Marcus LoDuca addressed Council outlining changes to the proposed project made since the initial approval in 2012. Public Hearing opened at 7:54PM. Two area residents expressed concern over increased traffic and pedestrian safety. Public Hearing closed at 7:56PM. Following general discussion motioned by Joiner and Seconded by Gilbert to approve the following actions: 1)





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Adopt Resolution 2016-176, determining that the Addendum to the Final Environmental Impact Report (FEIR) for the Meadowlands project is the appropriate level of documentation to satisfy the requirements of the California Environmental Quality Act (CEQA) based on a determination that no new or substantially more severe impacts would result from the project and the prior analysis contained in the originally certified FEIR adequately addresses environmental impacts; 2) Adopt Resolution 2016-177, approving a General Plan Amendment for the Meadowlands project; 3) Introduce and waive first reading of Ordinance 920B approving a rezoning and amended General Development Plan for the Meadowlands project; 4) Introduce and waive first reading of Ordinance 921B approving an amended General Development Plan for the Meadowlands project; 5) Adopt Resolution 2016-178, approving the Large Lot Tentative Map for the Meadowlands project; 6) Adopt Resolution 2016-179, approving the Small Lot Tentative Subdivision Map for the Meadowlands project; 7) Adopt Resolution 2016-180, approving the Specific Development Plan and Development Permit for the low density and medium density portions of the Meadowlands project. All unanimously approved.

Mayor Short called for recess at 8:27PM. Meeting reconvened at 8:36PM.

10C. VILLAGE 1 INFRASTRUCTURE FINANCE PLAN – Director of Community Development Matt Wheeler presented the staff report and introduced Jamie Gomes from EPS to explain the financial elements of the plan and answer questions. Ed Johansen with Silverado Homes commended Staff for their assistance in bringing the project forward. He encouraged Council to approve the Plan. Public hearing opened at 9:49PM. Pete Giampaoli, Epick Homes, Price Walker, Turkey Creek Estates, Elizabeth Layn, Ross Snider, Dan Karleskint, Carol Leavell, George Kammerer representing the Village 3 Landowners Association, and Tony Frayji spoke in support of approval. Following lengthy discussion motioned by Gilbert and seconded by Hydrick finding that the Village 1 Specific Plan Final Environmental Impact Report (SCH# 2010102018) adequately considered the impacts of the proposed Infrastructure Finance Plan and no further environmental review is require pursuant to California Environmental Quality Act (CEQA) Guidelines section 15162 and Public Resources Code section 21166, and further, that the project is exempt from further environmental review pursuant to that Government Code section 65457 and CEQA Guidelines Section 15182 applicable to development consistent with an adopted Specific Plan; and adopt Resolution 2016-181 approving the Village 1 Infrastructure Finance Plan. Approve by Roll Call Vote: Gilbert-Aye, Hydrick-Aye, Nader-Aye, Joiner-Aye, Short-Aye.

10D. SEWER ORDINANCE AMENDMENT - Steve Ambrose presented the staff report. Public Hearing opened and closed at 11:00PM with no comments. Motioned by Joiner and Seconded by Gilbert to adopt Resolution 2016-182 to amend the Non-Residential water and sewer PFE fees and to authorize the application of the amended water and sewer PFE fees for the two existing memory care/convalescent care projects in the construction process; and Introduce and waive first reading of Ordinance 919B Adopt an Ordinance, amending the City's ordinance sections 13.12.050 and 13.05.060 regarding the Non-Residential PFE fees for the Water Connection Charge and the Sewer Factors for Types of Services. Unanimously approved.



Page 5 of 5  
City Council, Public Finance Authority and  
Redevelopment Successor Agency  
Regular Meeting  
September 13, 2016

## GENERAL BUSINESS

There was Council concurrence that items 11B. Village 1 Development agreement template and 11C. No Smoking in City Parks & Facilities will be placed on a future agenda.

11A. TANK #3 VERDERA NORTH PROJECT – City Engineer Ray Leftwich presented the staff report. He then introduced Consultants Steve Ainsworth and Stacy Bennett who presented the Preliminary Design Report for Tank #3 10MG Storage Tank at Verdera North Project.

## COUNCIL INITIATED BUSINESS

Councilman Nader asked that Council discuss at a future meeting the possibility of changing the process of issuing conditional use permits for selling of gift baskets that contain alcohol. Due to the designation issued by the ABC to such merchants, under the current regulations a CUP would cost \$1,600. Council is agreeable to discussing the matter further if needed.

Council agreed to hold Committee reports to the next meeting.

Mayor Short adjourned the meeting **at 11:30PM.**

Submitted by Dia Gix, Records Coordinator

George T. Kammerer  
Attorney At Law  
P.O. Box 951  
Sloughhouse, CA 95683-0951

September 13, 2016

Honorable Spencer Short, Mayor  
Members of the City Council  
City of Lincoln  
600 6<sup>th</sup> Street  
Lincoln, CA 95684

**Via Hand Delivery 9-13-16**

**Re: Infrastructure Financing Plan for the Village 1 Specific Plan Area**

Dear Mayor Short and Honorable Members of the City Council:

We submit this letter on behalf of the Village 3 Landowners Association (V3 LOA) **in support** of the City Council's consideration of the adoption of the Infrastructure Financing Plan for the Village 1 Specific Plan Area (V1 IFP), subject to the following request.

The V3 LOA requests that the City Council affirm in language in its resolution for the adoption of the V1 IFP and on the record tonight that Villages 2-5 will all receive the same treatment and application of the same or equivalent criteria when infrastructure financing plans are brought forward for approval and adoption by the City Council for Villages 2-5. Specifically we request:

- 1) Equal treatment for Villages 1-5 under current and updated policies within the City of Lincoln's Capital Improvement Projects (CIP) programs and the Public Facilities Element (PFE) of the General Plan 2050.
- 2) Pooling of Village PFE Program Revenues for Infrastructure Construction be made available for use by developers in all Villages for infrastructure financing needs.
- 3) Participation and Use of Land Secured Financing Proceeds and Extended Term Infrastructure CFDs be made available to developers in all Villages along with the ability to extend assessment periods to address unforeseen or unique long term infrastructure financing needs which may arise.
- 4) Criteria for creation of plan area or Village fees be applied equitably across all Villages.

Again, the V3 LOA voices its support for your adoption of the V1 IFP with this understanding.



George T. Kammerer  
Attorney At Law

Cc: Village 3 Landowners Association



RICHLAND

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September 12, 2016

Mayor Spencer Short and Members of the City Council  
c/o City Clerk Gwen Scanlon  
600 6<sup>th</sup> Street  
Lincoln, CA 95684  
[gscanlon@lincolncalifornia.gov](mailto:gscanlon@lincolncalifornia.gov)

**RE: City Council, September 13, 2016  
Agenda Items 10.C – Village 1 Infrastructure Financing & Phasing Plans**

Mr. Mayor and Members of the City Council:

Richland is providing this letter of support on the above-referenced matter related to our role as master developer of Village 5 and Special Use District B (SUD B). As you are aware, Richland and the City are parties to an Agreement for Advancement of Funds, Reimbursements and Indemnification related to the processing of various project approvals for Village 5 and SUD B. Richland has extended significant resources to date and looks forward to the hopeful conclusion of the initial entitlements in early 2017.

The City adopted the current General Plan in 2008. The General Plan proposes major growth and expansion based on specific economic objectives of the City. The General Plan establishes the "Village" concept, as well as programmed development expectations for Villages 1 through 7 and Special Use Districts A, B and C. The General Plan also establishes goals and policies, and provides implementation measures for those goals and policies to ensure they are met. By way of example, Goal ED-2 of the Economic Development Element is "To coordinate long-term land use and infrastructure decisions with future economic development." *Table 3-1 Economic Development Implementation Measures* identifies Measure 2.0 which was to occur between 2008 and 2010 and is ongoing and requires as follows:

*The City shall develop a sound fiscal model and utilize it on an ongoing basis in order to evaluate the fiscal impacts of new development.*

The General Plan also outlines many additional actions the City was to contemplate and take over the years subsequent to the adoption of the General Plan.

For instance, one very critical action that was required to occur between 2008 and 2010 was a comprehensive update to the City of Lincoln Capital Improvement Projects (CIP) and related

Public Facilities Element (PFE) as the implementing tool. General Plan *Table 5-1 Transportation and Circulation Implementation Measures* outlines the responsibility and timeline for completing many critical updates to the City CIP and PFE in the 2008-2010 timeframe. To date, a comprehensive CIP and PFE update has not occurred.

General Plan Policy PFS-1.1 Maintain Adequate Public Services states as follows:

*The City shall ensure the provision of adequate public services and facilities to the existing areas of the city and to ensure that new development is served by a full range of public services.*

General Plan Policy PFS-1.2 Annexation Requirements also states:

*The City shall require that prior to any annexations to the City a detailed public facilities and financing plan be completed that considers both capital facilities and the fiscal impacts to the City's ongoing operation and maintenance costs.*

The General Plan Public Facilities & Services Element provides fifty-four (54) additional policies that establish the criteria for whether the City has adequately addressed Policies PFS-1.1 and PSF-1.2.

Richland believes after multiple meetings with City Staff and the Village 1 applicants that the Village 1 Infrastructure and Public Facilities Financing Plan (Volume 1) and the Village 1 Infrastructure and Phasing Plan (Volume 2) **meets the City's requirements for the aforementioned policies. We are very appreciative of the Village 1 Landowners Group for establishing a road map for future development to meet City policies.**

In recommending approval for the Village 1 matters referenced above we note some critical matters that we respectfully request the Council affirm as part of their actions. In developing Village 5 it is critical that we can rely on an equitable treatment across the villages within the City CIP and PFE and the additional public finance tools to be made available.

First, the current draft report provides for the **Pooling of Village 1 PFE Program Revenues for Village 1 Infrastructure Construction**. This is a welcome adjustment to the current administrative policies under the existing PFE. We are supportive of this change in policy so long as it is afforded to all future Villages. This is a major equity issue for future development and we respectfully request the Council affirm this policy intention in the resolution adopted for the above action..

Second, the current draft provides for **Participation and Use of Land Secured Financing Proceeds and Extended Term Infrastructure CFD(s)**. The draft provides that all public



financing generated through the use of CFD(s) will be available to the developers for funding infrastructure in Village 1. Additionally, it provides the flexibility to elongate the assessment period to address unique longer term infrastructure obligations. We support this direction in policy and so long as it is applied for all future Villages. This is a major equity issue for future development and we again, respectfully request the Council affirm this intention in the resolution adopted for the above actions.

Additionally, the current draft of the Village 1 Financing Plan outlines the City's expectations for creating plan area or village fees in addition to other administrative clarifications and determination of plan feasibility. We support these actions and appreciate the Council making them policy for the development of the villages. Again, this is a major equity issue for future development and we respectfully request the Council affirm this intention in the resolution adopted for the above actions.

In general, we believe the Village 1 Infrastructure and Public Facilities Financing Plan hits the mark for establishing a set of tools and guidelines for implementing a large scale master plan. Since these matters will significantly affect the values of real property and rights conferred by the City of Lincoln General Plan if not applied universally we are requesting that concurrence by Council during your hopeful approval of the draft.

We are happy to clarify any of the above-referenced requests. If you have any questions or need additional details regarding the requests above, please contact me at (916) 782-3330 or [clifton@richlandcommunities.com](mailto:clifton@richlandcommunities.com).

Sincerely,



Clifton Taylor  
Vice President

cc: Leslie Walker, City Attorney ([lwalker@kmtg.com](mailto:lwalker@kmtg.com))  
Matthew Brower, City Manager ([mbrower@lincolnca.gov](mailto:mbrower@lincolnca.gov))  
Matthew Wheeler, CDD ([mwheeler@lincolnca.gov](mailto:mwheeler@lincolnca.gov))  
Steven Ambrose, Director of Finance ([sambrose@lincolnca.gov](mailto:sambrose@lincolnca.gov))  
Jack Bray, Richland Investments, LLC

## Deed Restrictions vs. Conservation Easements

<b>DEED RESTRICTION</b>	<b>CONSERVATION EASEMENT</b>
<p>A deed restriction is not permanent unless it is “appurtenant” to nearby land. It must benefit that nearby land, and run with the title to both properties. Otherwise, it is enforceable only during the lifetime of the grantor. Neither is it assignable by the grantee-in other words, a land trust cannot transfer a simple deed restriction to another land trust or public agency.</p>	<p>Courts are apt to give greater deference to conservation easements because of the public benefit they serve. Conservation easements are meant to be “in perpetuity.”</p>
<p>Deed restrictions can be terminated by a court based on economic hardship or impracticability, without regard to public benefit.</p>	<p>Stewardship Endowment is required to sustain monitoring.</p>
<p>The case law of most states requires the courts to resolve any ambiguity in the interpretation of a common law deed restriction in favor of the less restricted use.</p>	<p>Attorney General of the State of California protects conservation easements and can enforce the conservation easement.</p>
<p>Deed restrictions differ from conservation easements in that there is not a third party that assumes responsibility for monitoring and enforcing the restrictions placed on the land.</p>	<p>Allows for a third party to monitor compliance with the restrictions imposed for public benefit.</p>



## Smoking Ordinance Update

### Smoking Ordinance Update

In 2014, the City Council undertook a comprehensive update of its Smoking Ordinance, which had been in place since 1994. The City Council held a number of public meetings on this topic.

The update, which was undertaken in three phases, greatly reduces the number of places that smoking is allowed within the City limits and impacts City controlled spaces and events, commercial/retail spaces, apartment housing and condominiums and townhomes.

Following is a summary of all of the changes from previous law:

- Include electronic cigarettes in the definition of smoking so that any laws that pertain to smoking also include electronic cigarettes (effective 9/3/2014)
- Prohibit smoking within 30 feet of all entrances / doorways of apartment buildings, condominiums and townhomes and within 50 feet of commercial and retail spaces except that smoking is allowed in up to 50% of outdoor seating of restaurants, even if located within 50 feet of the entrance (effective 9/3/2014)
- Prohibit smoking at all community-wide special events, including the Arts and Wine Festival, Fourth of July Celebration and Summer Concerts (effective 9/3/2014)
- Prohibit smoking in all areas that are on or adjacent to public property, including all City facilities and parks, sidewalks, pathways, pedways and parking lots (effective 9/3/2014)
- Prohibit smoking in City streets except within vehicles traveling on City streets (effective 9/3/2014)
- Prohibit smoking on all sidewalks in or adjacent to common interest developments, apartments, shopping centers and commercial properties with retail establishments (Smoking is allowed on sidewalks adjacent to single family homes on private streets.) (effective 9/3/2014)
- Prohibit smoking in all apartment units, including on balconies and patios, for which new leases are executed subsequent to the effective date of this ordinance (effective 11/5/2014)
- For apartment units with existing leases, prohibit smoking beginning in November 2015 (effective 11/5/2014)
- Prohibit smoking in all indoor and outdoor common areas of apartments, condominiums and townhomes except in specifically designated areas (effective 11/5/2014)
- Prohibit smoking in condominiums and townhomes with shared common walls, ventilation, floors or ceilings, their balconies and patios. (effective 12/17/2014)

Fines outlined in the ordinance will be in force beginning January 1, 2015 for those entities that are not in compliance with the law.

The links below are intended to provide resource materials regarding the changes that were made to the ordinance. General questions about the ordinance or the materials below can be addressed to Management Analyst Andra Lorenz at [alorenz@fostercity.org](mailto:alorenz@fostercity.org) or 650-286-3215. Questions about the signage requirements in the ordinance should be addressed to the Community Development Department at [planning@fostercity.org](mailto:planning@fostercity.org) or 650-286-3225. To report a violation in progress, call the Police Department at 650-286-3300.

### Resources

- Free E-mail Notice Subscription Sign-up
- Foster City's Current Smoking Ordinance (8.05)
- Ordinance 593 - Phase III Amendments to go into Effect 12/17/2014
- Signage Guidelines
- Informational Flyer for Retail Spaces (English, Chinese, Spanish)
- Information Flyer - Summary of all Changes

# SMOKE FREE PARK POLICY PROPOSAL

## RECOMMENDATION:

The Lincoln Park & Recreation Committee request the Lincoln City Council consider implementing a Smoke-Free Policy for all outdoor parks, trails & pathways within the City of Lincoln.

**Results: Park & Recreation Committee Approved Unanimously by voice voted at its June 15, 2016 meeting.**

## PURPOSE:

Our community utilizes its parks to play with their children, to participate in sports, to relax and enjoy the outdoors. Adopting a Smoke-Free Parks' Policy is a way for Lincoln to encourage healthy behaviors and make public parks places where people can expect to be free of exposure to harmful air pollutions from "Second Hand Smoke."

## FACTS:

- Smoking results in serious and significant physical discomfort on nonsmokers and constitute a nuisance in public places.
- Exposure to second hand smoke causes serious health issues.
- Over 140 cities and counties in California have passed policies that prohibit smoking in their city parks and public events. **(Nearby cities of Roseville, Rocklin, Folsom & Sacramento have adopted smoke-free park ordinances.)**
- Smoke Free policies encourages "a family safe environment within our parks system".
- Current law allows cities & counties to prohibit smoking in defined public places, which includes **tobacco products, electronic cigarettes & medical marijuana.**

## CONCERNS:

Because of limited law enforcement resources, the **proposed policy should be designed to be self-enforcing, meaning a reduction in smoking would be encouraged through educational signage, newspaper awareness, and word to mouth.** As feedback is received, the city can look for ways to improve enforcement and help the community realize the benefits of the policy. Code Enforcement & Law Enforcement Officers should be give the tasks with enforcement while conducting their normal duties.

According to the California Clean Air Project, local officials report that the key to successful smoke free outdoor policy compliance is the posting of clear comprehensive signage in throughout their entire park systems. **With that in mind, there needs to be cost of additional signage considered within of a park-free smoking policy. (Staff to research financial impact for signage throughout the park system).**

**WARRANT RESOLUTION NO. 2016-184**

WHEREAS, the claims against the City of Lincoln hereinafter enumerated have been examined by the Chief Financial Officer, who has determined that said claims are just and ordered to be paid.

THEREFORE, BE IT RESOLVED by the City Council of the City of Lincoln that the following claims as enumerated and for the respective amounts as set forth are hereby received and filed:

(See Attached).

PASSED AND ADOPTED this 27<sup>th</sup> day of September, 2016 by the following vote:

AYES:

\_\_\_\_\_  
Spencer Short, Mayor

\_\_\_\_\_  
Peter Gilbert, Mayor Pro Tem

\_\_\_\_\_  
Gabriel Hydrick, Councilmember

\_\_\_\_\_  
Paul Joiner, Councilmember

\_\_\_\_\_  
Stan Nader, Councilmember

NOES:

\_\_\_\_\_

\_\_\_\_\_

ABSENT:

\_\_\_\_\_

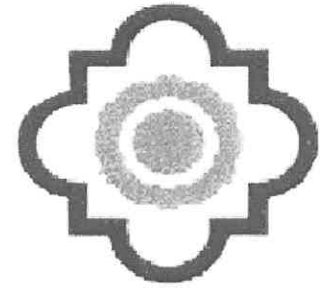
ATTEST:

\_\_\_\_\_  
City Clerk

# Accounts Payable

## Checks by Date - Detail by Check Date

User: khitch  
Printed: 9/2/2016 1:08 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
93920	ADA05 1809	Adams Ashby Group LLC CDBG Loan Services.-Th	09/02/2016	510.00
Total for Check Number 93920:				510.00
93921	AME14 45130	American Energy Refrigeration/ice machine repairs for various Cit	09/02/2016	605.00
Total for Check Number 93921:				605.00
93922	APP05 8571	Roy Radtke Professional Locksmithing Services / Facilities.	09/02/2016	328.02
Total for Check Number 93922:				328.02
93923	APWA 102	APWA Sacramento Chapter Seminar Registration	09/02/2016	15.00
	102	Seminar Registration		15.00
	102	Seminar Registration		15.00
Total for Check Number 93923:				45.00
93924	ASC02 381816	Ascent Aviation Group, Inc. 100LL Fuel	09/02/2016	26,976.13
Total for Check Number 93924:				26,976.13
93925	BAR18 16668	National Discount Textiles Inc Ford Boots	09/02/2016	182.72
	16835	Bishop Boots		268.72
	16839	Hookins Boots		198.84
	16982	Collins Boots		331.11
	17131	Thatcher Boots		198.84
	17150	Silva Boots		349.31
	17249	Decou Boots		350.00
	17319	Hookins Boots		151.16
	17377	Thatcher Boots		151.19
Total for Check Number 93925:				2,181.89
93926	BOO04 IVC0084128	Boot Barn Button - Boots	09/02/2016	327.85
Total for Check Number 93926:				327.85
93927	COA06 58596	Coast LM Inc Supplemental Landscape Services / Parks.	09/02/2016	240.62
	58599	Supplemental Landscape Services / Parks.		237.68
	58600	Supplemental Landscape Services / Parks.		67.62
	58621	Supplemental Landscape Services / Parks.		71.20
	58626	Supplemental Landscape Services / Parks.		505.64

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	58629	Supplemental Landscape Services / Parks.		343.32
	58630	Supplemental Landscape Services / Parks.		114.18
	58831	Monthly Landscape Services / Parks. July		37,381.81
	58831	Monthly Landscape Services / Facilities. July		3,509.62
	58831	Monthly Landscape Services / Parks. July		406.93
	58844	Supplemental Landscape Services / Parks.		33.48
	58953	Supplemental Landscape Services / Parks.		64.53
	58954	Supplemental Landscape Services / Parks.		431.35
	58956	Supplemental Landscape Services / Parks.		193.59
	58957	Supplemental Landscape Services / Parks.		322.65
	58958	Supplemental Landscape Services / Parks.		183.29
	58959	Supplemental Landscape Services / Parks.		185.19
	58960	Supplemental Landscape Services / Parks.		76.85
	58962	Supplemental Landscape Services / Parks.		651.48
	58963	Supplemental Landscape Services / Parks.		580.77
	58965	Supplemental Landscape Services / Parks.		978.64
	58966	Supplemental Landscape Services / Parks.		35.01
	58968	Supplemental Landscape Services / Parks.		386.29
	58969	Supplemental Landscape Services / Parks.		254.73
	58970	Supplemental Landscape Services / Parks.		174.85
	58971	Supplemental Landscape Services / Parks.		397.61
	58973	Supplemental Landscape Services / Parks.		182.85
	58974	Supplemental Landscape Services / Parks.		271.68
	58975	Supplemental Landscape Services / Parks.		53.74
	58978	Supplemental Landscape Services / Parks.		67.62
	58979	Supplemental Landscape Services / Parks.		338.23
	59028	Supplemental Landscape Services / Parks.		111.10
	59030	Supplemental Landscape Services / Parks.		196.40
	59031	Supplemental Landscape Services / Parks.		119.02
	59033	Supplemental Landscape Services / Parks.		64.53
	59036	Supplemental Landscape Services / Parks.		423.00
	59397	Supplemental Landscape Services / Parks.		165.42
	59399	Supplemental Landscape Services / Parks.		126.01
	59449	Supplemental Landscape Services / Parks.		31.50
	59450	Supplemental Landscape Services / Parks.		404.51
	59451	Supplemental Landscape Services / Parks.		104.70
			Total for Check Number 93927:	50,489.24
93928	CON20 48	Consolidated CM, Inc. Regional Sewer Project	09/02/2016	51,016.00
			Total for Check Number 93928:	51,016.00
93929	EAG03 115143	Eagle Plumbing Routine and emergency plumbing service for vari	09/02/2016	825.00
			Total for Check Number 93929:	825.00
93930	ELI03 50900	EMMS Inc Special Event Services.	09/02/2016	350.00
			Total for Check Number 93930:	350.00
93931	FUT01 933649 934175 934573	Future Ford Tire repairs/replacement & misc parts for the Pol Tire repairs/replacement & misc parts for the Pol Tire repairs/replacement & misc parts for the Pol	09/02/2016	62.82 243.70 179.03
			Total for Check Number 93931:	485.55

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
93932	gol08	Gold Country Media	09/02/2016	
	16626948	CUP Christian Life		220.60
	16626953	Meadowlands		266.00
	16626959	Ordinance 914B		182.60
	16626962	Notice to Bidders City Atty		211.40
	16626973	Notice to Bidders Street Resurfacing		1,555.00
	16626989	Village 1 Infrastructure		309.00
	16628059	Summary Ordinance 918B		186.60
	16628061	Summary ordinance 917B		196.20
Total for Check Number 93932:				3,127.40
93933	gra02	W.W. Grainger, Inc.	09/02/2016	
	9165852089	Tools supplies for the Parks division.		198.18
	9185480028	Tools supplies for the Facilities division.		302.39
	9185480036	Tools supplies for the Facilities division.		260.25
	9189283782	Tools supplies for the Parks division.		15.85
	9193809143	Airport		13.82
Total for Check Number 93933:				790.49
93934	GRO01	Ferguson Enterprises Inc.	09/02/2016	
	1188448	Water Pipe and Fittings / Streets.		158.56
	1191597	Water Pipe and Fittings / Streets.		1,044.88
	1200710	Pipe and Fittings / Parks.		474.08
	1201712	Water Pipe and Fittings / Streets.		674.03
	1204148	Pipe and Fittings / Parks.		170.31
Total for Check Number 93934:				2,521.86
93935	HAC01	Hach Company	09/02/2016	
	10027559	Chemicals for Online CL2 Analyzers for the Wa		2,045.90
Total for Check Number 93935:				2,045.90
93936	HIN02	Leticia Hinojosa	09/02/2016	
	08/30/16	Damage deposit refund - Pavilion		400.00
Total for Check Number 93936:				400.00
93937	HOO01	Aaron Hookins	09/02/2016	
	08/23/2016	Reimburse CWEA Certification GR2 fee		170.00
Total for Check Number 93937:				170.00
93938	INT02	Interstate Sales	09/02/2016	
	13460	Paint, Thermoplastic Materials & supplies for th		1,348.32
	13467	Paint, Thermoplastic Materials & supplies for th		111.80
Total for Check Number 93938:				1,460.12
93939	J&A01	Doyle L. Long	09/02/2016	
	80199	Graffiti removal / Parks.		75.00
	80200	Graffiti removal / Parks.		50.00
	80235	Graffiti removal / Parks.		200.00
Total for Check Number 93939:				325.00
93940	JIM02	Jim Ingram Signs	09/02/2016	
	07/13/2016	Signage Services / Citywide.		681.88
	08/18/2016	Signage Services / Citywide.		2,367.32



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 93940:				3,049.20
93941	JJS01 07/15/2016	Joel Gallamore J & J Screens & Glass Installation & Repair Screens / Glass at various (	09/02/2016	467.50
Total for Check Number 93941:				467.50
93942	JMS01 1	JM Slover, Inc. Upgrade construction for Robert Jimenez Comm	09/02/2016	64,773.00
	1	Robert Jimenez Community Park less retention J		-3,238.65
Total for Check Number 93942:				61,534.35
93943	LAR03 00510.02-9	Larry Walker Associates, Inc. NPDES Phase II. Reso #2015-238.	09/02/2016	3,671.86
Total for Check Number 93943:				3,671.86
93944	MIR02 12016-1503	Miracle Playsystems Inc. Playground park supplies.	09/02/2016	1,139.64
Total for Check Number 93944:				1,139.64
93945	MOR10 1062	Morrison Landscape Inc. Supplemental - Monthly Landscape Services / St	09/02/2016	1,067.50
	1063	Homeless camp clean-up.		2,205.00
	1064	Supplemental - Monthly Landscape Services / St		3,243.75
	1065	Supplemental - Monthly Landscape Services / St		1,627.50
	1068	Supplemental - Monthly Landscape Services / St		2,049.50
Total for Check Number 93945:				10,193.25
93946	NOR02 731238	Nor Mac Inc. Irrigation materials & Supplies / Parks.	09/02/2016	442.47
Total for Check Number 93946:				442.47
93947	NOR23 52667	Northern California Gloves Safety Supplies / Waste water..	09/02/2016	221.93
Total for Check Number 93947:				221.93
93948	PGE37 08/19/2016	PG&E 3306311543-1 7/20/16 - 08/18/16	09/02/2016	20,086.72
Total for Check Number 93948:				20,086.72
93949	POL01 0051178	Joseph G. Pollard Co. Inc. supplies	09/02/2016	203.31
Total for Check Number 93949:				203.31
93950	PRO22 907100000006	Ray Klein Inc Dance/Camps Credit Services.	09/02/2016	6.89
Total for Check Number 93950:				6.89
93951	PRO25 07/12/16	Profection Painting Painting Services for Parks.	09/02/2016	1,450.00
Total for Check Number 93951:				1,450.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
93952	ram02	Ramos Oil Company-CR Lock	09/02/2016	
	780479	Fuel		361.54
	780479	Fuel		581.65
	780479	Fuel		38.82
	780479	Fuel		69.18
	780479	Fuel		28.70
	780479	Fuel		24.65
	780479	Fuel		598.72
	780479	Fuel		140.53
	780479	Fuel		199.07
	780479	Fuel		28.00
	780479	Fuel		173.54
	780479	Fuel		3,820.04
	780479	Fuel		34.76
	780479	Fuel		36.90
	780535	WWTP		208.86
Total for Check Number 93952:				6,344.96
93953	SAC20	Sac-Val Janitorial Supply	09/02/2016	
	10203148	Janitorial Supplies / L&L Parks Maintenance.		1,200.00
	10203148	Janitorial Supplies / Facilities.		689.98
Total for Check Number 93953:				1,889.98
93954	SIE18	Sierra Valley Construction, Inc.	09/02/2016	
	1	Nathan Dubin Neighborhood Park Proj less reter		-26,222.68
	1	Nathan Dubin Neighborhood Park Proj less reter		524,453.01
Total for Check Number 93954:				498,230.33
93955	SIE18	Sierra Valley Construction, Inc.	09/02/2016	
	2	McBean Stadium Renovation less retention Sierr		-10,674.02
	2	McBean Stadium Baseball Field Renovation Pro		213,480.43
Total for Check Number 93955:				202,806.41
93956	SIE21	Sierra Sports Service	09/02/2016	
	170	Adult League Official Services.		1,084.50
Total for Check Number 93956:				1,084.50
93957	SIE41	Sierra Pacific Turf Supply Inc	09/02/2016	
	0484557-IN	Drag Mat		184.72
Total for Check Number 93957:				184.72
93958	SIT01	SiteOne Landscape Supply LLC	09/02/2016	
	76948592	Chemicals, irrigation parts for the Streets divisio		37.63
	76952168	Chemicals, irrigation parts for the Streets divisio		-37.63
	77051616	Landscape Supplies.		603.63
	77113485	Landscape Supplies.		3,463.69
	77163772	Landscape Supplies.		2,670.53
	77197450	Landscape Supplies.		471.50
	77197475	Landscape Supplies.		9.57
	77226077	Landscape Supplies.		47.86
Total for Check Number 93958:				7,266.78
93959	SKA01	Skatetown Sportsworld Inc	09/02/2016	
	08/16/16	August 1 - 5 Instruction		700.00

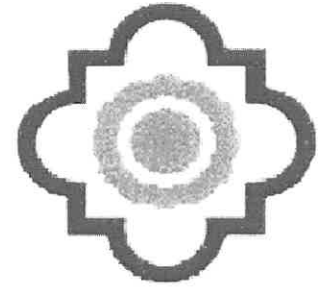
Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	08/25/16	Instructor Fee		105.00
			Total for Check Number 93959:	805.00
93960	son01	Security Asset Mgt.	09/02/2016	
	5061277	Security Monitoring / Waste Water July		885.85
	5063397	Security Monitoring / Waste Water. August		885.85
	5065602	Security Monitoring / Waste Water. Sept 2016		885.85
			Total for Check Number 93960:	2,657.55
93961	STA08	Stanley Convergent Security Solutions Inc.	09/02/2016	
	13593832	Security Services 7/1/16 - 9/30/16 126 Joiner		216.84
	13622237	Security Services 7/1/16 - 9/30/16 590 5th Street		208.68
	13694897	Security Services 8/1/16 - 10/31/16 485 Twelve l		325.20
	13701171	Security Services 8/1/16 - 10/31/16 17 McBean l		204.54
	13702383	Security Services 8/1/16 - 10/31/16 2100 Flightl		200.76
	13769372	Security Services 600 6th 9/1/16 - 11/30/16		107.19
	13772542	Security Services 9/1/16 - 11/30/16 1790 Fllight		178.68
	13783610	Security Services 200 Flightline 9/1/16 - 11/30/1		253.92
			Total for Check Number 93961:	1,695.81
93962	SUN06	Sun Ridge Systems, Inc.	09/02/2016	
	4508	Records System Maintenance Services 7/1/16 - 9/		23,423.00
			Total for Check Number 93962:	23,423.00
93963	SUT04	Sutter Valley Medical Foundation	09/02/2016	
	07/27/2016	Pre-employment Testing. Account 27000823 as		3,798.00
			Total for Check Number 93963:	3,798.00
93964	THY00	Thyssenkrupp Elevator Corp	09/02/2016	
	3002616751	Routine Monthly Services / Facilities. 7/1/16 - 9/		1,564.50
			Total for Check Number 93964:	1,564.50
93965	UB*03496	MICHAEL & LINDSEY MARSH	09/02/2016	
		Refund Check		113.00
			Total for Check Number 93965:	113.00
93966	USA00	USA Bluebook	09/02/2016	
	015891	Water Misc Equipment.		60.11
	023120	Water Misc Equipment.		243.52
	023311	Water Misc Equipment.		222.99
			Total for Check Number 93966:	526.62
93967	Vortex	Vortex Industries, Inc.	09/02/2016	
	41-1043640-1	Door and gate repair for various City Parks and l		1,091.00
	41-1049608-1	Door and gate repair for various City Parks and l		341.30
			Total for Check Number 93967:	1,432.30
93968	VUL01	Vulcan Materials Company Western Divisio	09/02/2016	
	71215308	Asphalt materials for Streets.		327.23
			Total for Check Number 93968:	327.23
93969	WES12	(WPWMA) Placer County	09/02/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	07/31/16	July 2016		134,293.21
			Total for Check Number 93969:	134,293.21
93970	WIN08 5831	Winner Chevrolet Inc. Utility Truck for the Streets division. 2016 Silver	09/02/2016	50,216.06
			Total for Check Number 93970:	50,216.06
93971	XYL01 3556910256	Xylem Water Solutions USA Inc. Sewage Pumps and Supplies. Reso# 2015-239.	09/02/2016	6,567.17
			Total for Check Number 93971:	6,567.17
			Total for 9/2/2016:	1,192,674.70
			Report Total (52 checks):	1,192,674.70

# Accounts Payable

## Checks by Date - Detail by Check Date

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
93972	ADV11 08252016-1	Nor-Cal Merchant Services LLC Citywide Shredding Services.	09/09/2016	42.00
Total for Check Number 93972:				42.00
93973	ALL12 192356	Allstar Fire Equipment Inc. Structure Boots	09/09/2016	338.63
Total for Check Number 93973:				338.63
93974	ALL23 373331 373568	All Metals Supply Inc vehicle 500 Steel order	09/09/2016	105.74 158.87
Total for Check Number 93974:				264.61
93975	AMR01 196405	American Medical Response, Inc Emergency Medical Responce Services/PD, Au;	09/09/2016	250.00
Total for Check Number 93975:				250.00
93976	ASC02 383916	Ascent Aviation Group, Inc. Jet A Fuel	09/09/2016	14,136.70
Total for Check Number 93976:				14,136.70
93977	att23	AT&T Mobility	09/09/2016	
	7625X08162016	7/9/16 - 8/8/16		138.68
	7625X08162016	7/9/16 - 8/8/16		187.72
	7625X08162016	7/9/16 - 8/8/16		53.26
	7625X08162016	7/9/16 - 8/8/16		53.26
	7625X08162016	7/9/16 - 8/8/16		74.38
	7625X08162016	7/9/16 - 8/8/16		94.91
	7625X08162016	7/9/16 - 8/8/16		94.91
	7625X08162016	7/9/16 - 8/8/16		53.26
	7625X08162016	7/9/16 - 8/8/16		201.50
	7625X08162016	7/9/16 - 8/8/16		114.64
	7625X08162016	7/9/16 - 8/8/16		145.68
	7625X08162016	7/9/16 - 8/8/16		87.92
	7625X08162016	7/9/16 - 8/8/16		53.26
	7625X08162016	7/9/16 - 8/8/16		141.87
	7625X08162016	7/9/16 - 8/8/16		106.52
	7625X08162016	7/9/16 - 8/8/16		106.52
	7625X08162016	7/9/16 - 8/8/16		201.16
	7625X08162016	7/9/16 - 8/8/16		606.70
	7625X08162016	7/9/16 - 8/8/16		340.58
	7625X08162016	7/9/16 - 8/8/16		19.72
	7625X08162016	7/9/16 - 8/8/16		364.49
	7625X08162016	7/9/16 - 8/8/16		336.21
	7625X08162016	7/9/16 - 8/8/16		937.24

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	7625X08162016	7/9/16 - 8/8/16		485.06
	7625X08162016	7/9/16 - 8/8/16		208.25
	7625X08162016	7/9/16 - 8/8/16		148.74
	7625X08162016	7/9/16 - 8/8/16		52.78
	9981X08212016	7/14/16 - 8/13/16		896.91
Total for Check Number 93977:				6,306.13
93978	BEN11	Bennett Engineering Ser. Inc.	09/09/2016	
	16066004	On-Call Engineering Services / General Enginee		174.00
	16066005	Independence at Lincoln / On-Call Engineering		3,053.53
	16066005	On-Call Engineering Services / Independence at		97.10
	16066006	Sorrento Village 10 Improvement Plans & Final		563.50
	16066007	Lakeside 6 Units 7&8 / On-Call Engineering.		348.00
	16066008	Meadowlands Entitlement Application / On-Call		3,343.26
	16066009	Amendment #1		448.66
	16066010	Nicolaus Road In-Fill / On-Call Engineering.		1,402.52
	16066010	Nicolaus Road In-Fill / On-Call Engineering.		1,437.37
	16066011	Cresleigh Grove Improvement Plan Re-review /		366.63
	16066012	Turkey Creek Phase I Improvements / On-Call E		8,001.89
	16066013	Custom Lot Grading for 2065 Prado Vista / On-C		897.32
	16066014	Deer Creek Commercial / On-Call engineering S		1,932.63
	16066015	General Development Engineering Staff Augmer		1,323.63
	16076056	Amendment #3.		5,997.23
	16076056	Meadowlands Entitlement Application / On-Call		3,012.22
	16076059	Turkey Creek Phase I Improvements / On-Call E		4,741.41
	16076060	Custom Lot Grading for 2065 Prado Vista / On-C		601.52
	16076062	SUD-B Specific Plan Entitlement Review / On-C		270.00
Total for Check Number 93978:				38,012.42
93979	BKF01	BKF Engineers	09/09/2016	
	16080497	East 9th Street /Final design, bidding & construc		3,436.72
Total for Check Number 93979:				3,436.72
93980	CAL15	Caltronics Business Systems	09/09/2016	
	2081763	Citywide Copier Lease and Manitenance Agree		76.29
Total for Check Number 93980:				76.29
93981	CAR28	CARDNO INC	09/09/2016	
	204953	Nelson Bridge Replacement Project.		1,765.44
Total for Check Number 93981:				1,765.44
93982	CEL02	Cell Energy Inc	09/09/2016	
	247461	Batteries		1,708.05
Total for Check Number 93982:				1,708.05
93983	DEL17	De Lage Landen Financial Ser.	09/09/2016	
	51001444	Citywide Copier Lease (21) machines. 7/15/16 -		3,343.19
	51290276	Citywide Copier Lease (21) machines. 8/15/16 -		3,335.23
Total for Check Number 93983:				6,678.42
93984	DIA06	Diamond Steel Co. Inc.	09/09/2016	
	76991	Vehicle 604		253.21
Total for Check Number 93984:				253.21

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
93985	ECO03 152068-5	Economic&Planning Systems Inc. Provide the Village 1 Public Facilities Financing	09/09/2016	22,573.25
Total for Check Number 93985:				22,573.25
93986	ELI03 48484 50543 50560 50560 50684 50725 50774 50774	EMMS Inc window cleaning 15/16 window cleaning credit for 48484 Monthly Services for Parks. July Monthly Services for Facilities. July Special Event Services. Special Event Services. Monthly Services for Parks. August Monthly Services for Facilities.August	09/09/2016	100.00 -100.00 1,950.00 7,919.00 37.00 97.50 1,950.00 7,919.00
Total for Check Number 93986:				19,872.50
93987	fed01 5-519-17903	Fedex Corporation Delivery	09/09/2016	36.12
Total for Check Number 93987:				36.12
93988	FOO01 24717	Foothill Associates Open space monitoring.	09/09/2016	1,923.76
Total for Check Number 93988:				1,923.76
93989	FOR07 1279658 1279658	Ford Motor Credit LLC Lease Payments for Police Vehicles. Lease Payments for Police Vehicles.	09/09/2016	12,100.48 713.37
Total for Check Number 93989:				12,813.85
93990	FUT01 936649 937029	Future Ford Tire repairs/replacement & misc parts for the Pol Tire repairs/replacement & misc parts for the Pol	09/09/2016	311.86 411.84
Total for Check Number 93990:				723.70
93991	GAL04 005863390 005944967	Galls Incorporated Uniforms for reserve officers and volunteers. Uniforms for reserve officers and volunteers.	09/09/2016	17.73 103.63
Total for Check Number 93991:				121.36
93992	GAR09 40026642	GARDA CL West Inc. Armored Carrier Service/Finance.	09/09/2016	567.72
Total for Check Number 93992:				567.72
93993	gra02 9196435284 9203683827	W.W. Grainger, Inc. Tools / Supplies for the Fleet division. Tools/supplies for the Streets division.	09/09/2016	81.45 313.61
Total for Check Number 93993:				395.06
93994	GRO01 1204318 1205232	Ferguson Enterprises Inc. Water Pipe and Fittings / Streets. Water Pipe and Fittings / Streets.	09/09/2016	612.75 134.39
Total for Check Number 93994:				747.14

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
93995	ING03	Ingram Library Services Inc.	09/09/2016	
	09/01/16	Books, Audio Books & DVD's. less discount		-8.82
	09/01/16	Books, Audio Books & DVD's. less discount		1,166.61
Total for Check Number 93995:				1,157.79
93996	INT24	Integrated Fire Systems, Inc.	09/09/2016	
	21941	Fire Alarm Monitoring/Civic Center. 9/13/16 - 9,		360.00
Total for Check Number 93996:				360.00
93997	JUD01	Judicial Data Systems	09/09/2016	
	6171	Parking citation administrative services.		100.00
Total for Check Number 93997:				100.00
93998	KIM01	Kimball Midwest	09/09/2016	
	5093082	Hardware, electrical, brake & hose fitting, misc p		718.45
Total for Check Number 93998:				718.45
93999	LEE	John Lee	09/09/2016	
	09/06/16	reimburse for supplies		269.12
Total for Check Number 93999:				269.12
94000	LEF01	Ray Leftwich	09/09/2016	
	08/31/16	Mileage reimbursement APWA		18.90
	08/31/16	Mileage reimbursement APWA		18.90
Total for Check Number 94000:				37.80
94001	LIG03	The Lighthouse	09/09/2016	
	0263980	lightbar hardware		492.48
	0279337	Strap kit		91.64
Total for Check Number 94001:				584.12
94002	LNC01	L N Curtis & Sons	09/09/2016	
	INV45095	PPE (Professional Staff) Boots, Gear & Equipme		299.87
	INV46229	PPE (Professional Staff) Boots, Gear & Equipme		63.21
Total for Check Number 94002:				363.08
94003	MAR03	Cathy Marsh	09/09/2016	
	08/25/2016	Per Diem Dispatch Update Training 9/18/19 - 9/2		240.00
Total for Check Number 94003:				240.00
94004	MAT11	Matson & Isom Technology Consulting	09/09/2016	
	55320	Citywide IT Support. August 2016		12,000.00
Total for Check Number 94004:				12,000.00
94005	NBS01	NBS Government Finance Gp	09/09/2016	
	71600003	Delinquency Mgt Services		387.39
	71600003	Delinquency Mgt Services		20.94
	71600003	Delinquency Mgt Services		10.47
	71600003	Delinquency Mgt Services		10.47
Total for Check Number 94005:				429.27
94006	NEI03	NeighborWorks Home Ownership Center S	09/09/2016	



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	CL16-152	Program Management / Administrative Services		200.00
	CL16-152	Program Management / Administrative Services		340.00
Total for Check Number 94006:				540.00
94007	NEU02 07/22/2016	Roland Neufeld Per Diem Assoc of CA Airports Conference 9/14	09/09/2016	64.00
Total for Check Number 94007:				64.00
94008	NOR16 Y 41833	North State Tire Co. Inc. Tires for Citywide Fleet.	09/09/2016	1,175.16
Total for Check Number 94008:				1,175.16
94009	NOR23 192920 194104	Northern California Gloves Safety Supplies / Streets. Safety supplies / Fleet.	09/09/2016	64.50 48.14
Total for Check Number 94009:				112.64
94010	NOR51 12322	North Shore Leasing LLC HP Wide Format Printer/Copier/Scanner in Com	09/09/2016	317.13
Total for Check Number 94010:				317.13
94011	OUT02 5517	Outdoor Creations Inc Park Supplies (Picnic tables & benches).	09/09/2016	9,507.50
Total for Check Number 94011:				9,507.50
94012	PGE01 08/30/16 08/30/16 08/30/16 08/30/16 08/30/16 08/30/16 08/30/16 08/30/16 08/30/16 08/30/16 08/30/16	P G & E 8366369610-8 August 2016 August 2016 August 2016 August 2016 August 2016 August 2016 August 2016 August 2016 August 2016 August 2016 August 2016 August 2016	09/09/2016	2,964.99 22,110.08 1,625.53 3,477.80 569.42 4,733.26 4,129.26 140,081.42 1,522.86 1,510.05 2,206.52
Total for Check Number 94012:				184,931.19
94013	PGE02 08/19/16	PG&E 5787347552-9 Thru 8/18/16	09/09/2016	3,248.73
Total for Check Number 94013:				3,248.73
94014	PGE05 08/26/16	PG&E 6986807310-2 Thru 8/25/16	09/09/2016	251.44
Total for Check Number 94014:				251.44
94015	PGE27 08/28/16 08/28/16	PG&E 1190870477-5 thru 8/25/16 thru 8/25/16	09/09/2016	9,152.12 3,050.70
Total for Check Number 94015:				12,202.82

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
94016	PGE29 08/22/16	PG&E 7978710893-9 Thru 8/21/16	09/09/2016	3,594.19
Total for Check Number 94016:				3,594.19
94017	PLA44 K093457	Rexel Inc. Light bulbs.	09/09/2016	243.42
Total for Check Number 94017:				243.42
94018	PLE01 69337	Pleasanton Truck & Equip Repair Inc Supplies & Equipment / Fleet.	09/09/2016	1,448.71
Total for Check Number 94018:				1,448.71
94019	PUB12 11056 11057	Public Restroom Company Nathan Dubin Park Fabrication, permitting, deliv Jimenez Park Fabrication, permitting, delivery at	09/09/2016	36,620.00 12,683.00
Total for Check Number 94019:				49,303.00
94020	QUI06 17071-0 17071-0	Quincy Engineering Inc. McBean Park Drive Bridge Replacement. Reso# McBean Park Drive Bridge Replacement. Reso#	09/09/2016	18,014.00 2,335.03
Total for Check Number 94020:				20,349.03
94021	ram02 780790 781726 782078 782078 782078 782078 782078 782078 782078 782078 782078 782078 782078 782078 782134 782371	Ramos Oil Company-CR Lock Fire PD Fuel Fuel Fuel Fuel Fuel Fuel Fuel Fuel Fuel Fuel Fuel Fuel WWTP Fire	09/09/2016	666.27 1,277.18 69.50 93.77 40.91 478.93 663.73 54.39 3,381.48 135.13 40.39 247.08 132.27 747.20 153.95 571.74
Total for Check Number 94021:				8,753.92
94022	RAM03 158079	Ramos Environmental Services Oil disposal	09/09/2016	626.88
Total for Check Number 94022:				626.88
94023	RAM05 80682	Ramos Oil Co. (PW) Grease	09/09/2016	336.83
Total for Check Number 94023:				336.83
94024	RAW02 1 1	Rawles Engineering Inc C St. Waterline Replacement less retention Rawl C Street Waterline Replacement Project.	09/09/2016	-12,454.75 249,095.00

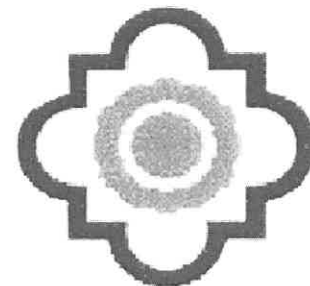
Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 94024:	236,640.25
94025	RDO01 P42894	RDO Vermeer LLC OEM parts for Vactron and Vermeer .	09/09/2016	821.29
			Total for Check Number 94025:	821.29
94026	SAL10 CA1604C-01	Salaber Associates Inc. Inspection Services / On-Call Engineering Servi	09/09/2016	560.00
			Total for Check Number 94026:	560.00
94027	SBR01 09/01/16	SBRPSTC South Bay Reg. Public Safety Tr Registration Basic Academy Requalificaicon #45	09/09/2016	790.00
			Total for Check Number 94027:	790.00
94028	SIE04 IN81644	Sierra Safety Company Pavement markers Airport	09/09/2016	25.69
			Total for Check Number 94028:	25.69
94029	SIG03 61766 61834	Signs On Time Signage for various Parks. Signage for various Facilities.	09/09/2016	362.15 26.88
			Total for Check Number 94029:	389.03
94030	SOB01 9/1/16	Cody Sober Per Diem 9/11/16 - 9/30/16 Basic Academy Reqi	09/09/2016	960.00
			Total for Check Number 94030:	960.00
94031	STA39 1087148	Stantec Architecture Inc. Design Services for Woodland to Wetlands at Na	09/09/2016	4,094.51
			Total for Check Number 94031:	4,094.51
94032	STE02 3003534139	Stericycle Inc. Biohazard Waste Pick-up Services / Fire.	09/09/2016	96.17
			Total for Check Number 94032:	96.17
94033	UB*03497	BRCO CONSTRUCTORS INC Refund Check	09/09/2016	2,815.68
			Total for Check Number 94033:	2,815.68
94034	ULT01 160298 160298	Ultramax Ammunition Ammunition & related supplies Police Dept sale; Ammunition & related supplies Police Dept sale;	09/09/2016	4,687.00 -327.00
			Total for Check Number 94034:	4,360.00
94035	VAL10 140016A00132 140016A00132 140016A00132 140016A00132 140016A00132 140016A00132 140016A00132	Vali Cooper & Associates, Inc. On-Call Enginerring Services / Sorrento. Cathodic Protection / On-Call Engineering Servi Oversite Inspection / On-Call Engineering Servi On-Call Engineering Services / Moore Road Sev Amendment #1. CALISO Site Improvement / Or Twelve Bridges Village 23 / On-Call Engineering Construction Administration & Oversight Inspec	09/09/2016	1,262.81 6,738.19 7,566.88 499.13 1,414.19 9,572.37 13,352.21

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	140016A00132	Jimenez Park / Construction Management.		8,395.28
	140016A00132	Nathan Dubin Park / Construction Management.		2,560.28
Total for Check Number 94035:				51,361.34
94036	VUL01	Vulcan Materials Company Western Division	09/09/2016	
	71218135	Asphalt materials for Streets.		360.13
	71220492	Asphalt materials for Streets.		135.67
Total for Check Number 94036:				495.80
94037	WAL19	Walton Engineering Inc.	09/09/2016	
	105767	System testing & evaluation Services / Airport.		784.60
Total for Check Number 94037:				784.60
94038	WAV01	Wave Broadband	09/09/2016	
	01150735	Data Circuits. Sept 2016		755.00
	08/21/16	Cable connectionm City Hall Sept 2016		95.65
Total for Check Number 94038:				850.65
94039	WES12	(WPWMA) Placer County	09/09/2016	
	117226	MPWMA Lease agreement / July 2016		3,870.73
Total for Check Number 94039:				3,870.73
94040	WOO03	Wood Rodgers Inc.	09/09/2016	
	101857	5th Street sewer and main replacement project.		5,225.95
	101857	5th Street sewer and main replacement project.		5,225.95
	101857	5th Street sewer and main replacement project. R		5,225.95
Total for Check Number 94040:				15,677.85
Total for 9/9/2016:				770,902.89
Report Total (69 checks):				770,902.89

# Accounts Payable

## Checks by Date - Detail by Check Date

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
94041	all09 482851	Alliant Insurance Services Inc Airport Liability 6/30/16 - 6/30/17	09/16/2016	7,783.00
Total for Check Number 94041:				7,783.00
94042	AND04 28579	Andregg Inc. LDS Stake Center Final Parcel Map/On-Call Eng	09/16/2016	220.00
Total for Check Number 94042:				220.00
94043	ASC03 15010048.01-10 15010048.01-9	Ascent Environmental Inc Independence at Lincoln Development Project/E Independence at Lincoln Development Project/E	09/16/2016	576.58 4,229.74
Total for Check Number 94043:				4,806.32
94044	BAC02 38260	Backflow Distributors, Inc. Back flow water quality	09/16/2016	637.95
Total for Check Number 94044:				637.95
94045	BAR18 17606 17755 17878	National Discount Textiles Inc Boots Matt Reynolds Boots for Salyers Boots for Marshall	09/16/2016	188.09 139.72 290.19
Total for Check Number 94045:				618.00
94046	BCL01 B239614 B240029 B240030 B240309 B240921 B241064 B241500 B241526 B242070 B242071 B242958 B243653 B243658 B243672 B244215 B244470	B C Laboratories, Inc. Water Testing Services. Water Testing Services. Water Testing Services. Water Testing Services. Water Testing Services. Water Testing Services. Water Testing Services. Water Testing Services. Water Testing Services. Water Testing Services. Water Testing Services. Water Testing Services. Water Testing Services. Water Testing Services. Water Testing Services. Water Testing Services.	09/16/2016	141.00 100.00 225.00 325.00 300.00 220.00 300.00 530.00 25.00 300.00 300.00 47.00 300.00 47.00 300.00 75.00
Total for Check Number 94046:				3,535.00
94047	BRA01 9459	Reinard W. Brandley Crack Seal & Remark Airfield Pavement Project	09/16/2016	10,379.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 94047:				10,379.00
94048	BROWN 09/06/16	Doug Brown Mileage reimbursement	09/16/2016	17.28
Total for Check Number 94048:				17.28
94049	CAP02 1425504	Capitol Clutch & Brake Service Heavy brake parts.	09/16/2016	329.55
Total for Check Number 94049:				329.55
94050	CEM01 9433949608	Cemex, Inc. Rock, Sand and Gravel for the Waste water divis	09/16/2016	34.82
Total for Check Number 94050:				34.82
94051	COR04 81712103	Corelogic Solutions LLC Realquest	09/16/2016	125.00
Total for Check Number 94051:				125.00
94052	CUM02 023-73914	Cummins Pacific LLC Repairs to Cummins diesel engines / Authorized	09/16/2016	280.00
Total for Check Number 94052:				280.00
94053	DIR01 29253553864	Direct TV Pilots Lounge Annual	09/16/2016	911.88
Total for Check Number 94053:				911.88
94054	ELI03 50944 50945 51163	EMMS Inc Special Event Services. Special Event Services. Special Event Services.	09/16/2016	280.00 315.00 280.00
Total for Check Number 94054:				875.00
94055	EXP04 09/13/16	Expressions Academy of Dance Dance Instruction August 2016	09/16/2016	476.00
Total for Check Number 94055:				476.00
94056	Frisch01 6724	Frisch Engineering, Inc. SCADA Preventative & unscheduled maintenanc	09/16/2016	1,485.00
Total for Check Number 94056:				1,485.00
94057	FUL02 4185	Fulmers Auto Body & Paint Inc Police vehicle repair.	09/16/2016	1,051.68
Total for Check Number 94057:				1,051.68
94058	GRO01 1184805 1191844 1192015 1192015-1 1195742 1198692 1202906	Ferguson Enterprises Inc. Pipes & fittings /Water Quality. Pipes & fittings /Water Quality. Pipes & fittings /Water Quality. Pipes & fittings /Water Quality. Pipes & fittings / Waste water. Pipes & fittings /Water Quality. Pipes & fittings /Water Quality.	09/16/2016	363.35 1,322.25 361.55 122.15 225.49 157.48 355.27

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1205014	Pipes & fittings /Water Quality.		39.24
	1207456	Pipes & fittings /Water Quality.		178.71
			Total for Check Number 94058:	3,125.49
94059	HIN01 0025828-IN	Hinderliter, De Llamas & Assoc Sales Tax Analysis. FY 16/17.	09/16/2016	1,294.74
			Total for Check Number 94059:	1,294.74
94060	JOE01 JSP-2016-12 JSP-2016-13 JSP-2016-15	Joe Silva Productions City Council Video Production Services. City Council Video Production Services. City Council Video Production Services.	09/16/2016	1,162.50 1,240.00 1,317.50
			Total for Check Number 94060:	3,720.00
94061	JOI01 09/13/16	Paul Joiner Reiburse for City's portion of Plaza Lights	09/16/2016	435.89
			Total for Check Number 94061:	435.89
94062	LIN02 SI298803 SI299591	Lincoln Equipment Inc. Pool equipment & supplies. Pool equipment & supplies.	09/16/2016	172.28 823.96
			Total for Check Number 94062:	996.24
94063	lin72 09/13/16	Lincoln Kiwanis Foundation Pavilion Damage Deposit Refund	09/16/2016	400.00
			Total for Check Number 94063:	400.00
94064	MAR07 26161	Mark Thomas & Co. Inc. ATP Grant application prep assistance in applyin	09/16/2016	1,513.00
			Total for Check Number 94064:	1,513.00
94065	mau04 09/13/16	Pedro Mauricio Damage Deposit Refund Pavilion	09/16/2016	400.00
			Total for Check Number 94065:	400.00
94066	NEU02 09/12/16	Roland Neufeld reimburse parking and mileage Flood Plain Conf	09/16/2016	213.60
			Total for Check Number 94066:	213.60
94067	NOR16 K 75299 Y 41860	North State Tire Co. Inc. Tires for Citywide Fleet. Tires for Citywide Fleet.	09/16/2016	-55.00 1,114.23
			Total for Check Number 94067:	1,059.23
94068	NOR23 48580 48581	Northern California Gloves Safety supplies / Solid Waste. Safety Supplies / Waste water..	09/16/2016	166.09 139.11
			Total for Check Number 94068:	305.20
94069	pla17 19503	Placer County Air Pollution Control Distric 16/17 per Capita Assesment population 47,339	09/16/2016	23,670.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 94069:				23,670.00
94070	PLE01	Pleasanton Truck & Equip Repair Inc	09/16/2016	
	23106	Python side loading refuse vehicle.		124,815.66
	23106	Python side loading refuse vehicle.		180,995.00
	67530	Supplies & Equipment / Fleet.		1,005.80
	credtruckpmtmay	credit for invoice 222162235022351 Side Load		-293.61
Total for Check Number 94070:				306,522.85
94071	R&S03	R&S Architectural Products Inc	09/16/2016	
	123661	Doors & Gate Repairs / Facilities.		236.00
Total for Check Number 94071:				236.00
94072	RDO01	RDO Vermeer LLC	09/16/2016	
	P42814	OEM parts for Vactron and Vermeer .		58.05
Total for Check Number 94072:				58.05
94073	RED03	Red Wing Shoe Store	09/16/2016	
	2-917	Boots for Andrews		347.22
Total for Check Number 94073:				347.22
94074	REY07	Dolores Reyes	09/16/2016	
	09/13/16	Refund Damage Deposit Pavilion		400.00
Total for Check Number 94074:				400.00
94075	ROC01	Rocklin Hydraulics	09/16/2016	
	262309-001	Hydraulic repairs and hoses.		219.90
Total for Check Number 94075:				219.90
94076	SER02	Servicenter Radiator & Auto Air	09/16/2016	
	83774	Repairs on heavy duty radiators, inner coolers an		2,517.30
Total for Check Number 94076:				2,517.30
94077	SIE01	Sierra Chemical Co.	09/16/2016	
	SLC 10011741	Chlorine etc for Water Wells/Water Quality.		-300.00
	SLS 10035930	Chlorine etc for Water Wells/Water Quality.Moo		1,041.51
	SLS 10037307	Chlorine etc for Water Wells/Water Quality.		1,041.51
Total for Check Number 94077:				1,783.02
94078	SIG03	Signs On Time	09/16/2016	
	61998	Decals		43.86
Total for Check Number 94078:				43.86
94079	SIT01	SiteOne Landscape Supply LLC	09/16/2016	
	77281577	Landscape Supplies.		1,547.48
	77281630	Landscape Supplies.		67.43
	77281668	Landscape Supplies.		8.00
	77381213	Landscape Supplies.		745.63
	77424091	Landscape Supplies.		471.50
	77424122	Landscape Supplies.		382.92
Total for Check Number 94079:				3,222.96



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
94080	STA18 1084587 1092085	Stantec Consulting Services, Inc. Task 8) Direct Personnel Eng Srvs (permit, plan Task 8) Direct Personnel Eng Srvs (permit, plan	09/16/2016	3,522.00 10,774.10
Total for Check Number 94080:				14,296.10
94081	STO06 77097 77098	Stockton TRI Industries Inc. Commercial Bin Containers / Solid Waste. Commercial Bin Containers / Solid Waste.	09/16/2016	3,063.75 3,800.75
Total for Check Number 94081:				6,864.50
94082	SUT03 37950	Sutter Buttes Communication Inc. Zetron 25 Programmable Encoder.	09/16/2016	5,650.00
Total for Check Number 94082:				5,650.00
94083	TUL01 2564 2581	Tully & Young Inc. Modeling & Fire flow Analysis. Phase III Water Master plan. Reso# 2015-195.	09/16/2016	1,305.00 54,009.55
Total for Check Number 94083:				55,314.55
94084	TUR05 09/13/16a	Turkey Creek Golf Club Course Renatal/Turkey Creek Mayors Cup	09/16/2016	5,616.00
Total for Check Number 94084:				5,616.00
94085	TUR05 09/13/16b	Turkey Creek Golf Club Food and Beverage Mayors Cup	09/16/2016	4,574.70
Total for Check Number 94085:				4,574.70
94086	ULT03 59824	Ultra Truck Works Inc Shocks and install supplies	09/16/2016	544.10
Total for Check Number 94086:				544.10
94087	UPS01 000014F237306 000014F237346	United Parcel Service Shipping late fee	09/16/2016	45.13 2.71
Total for Check Number 94087:				47.84
94088	VIR01 12-834	Virtual Project Manager System Management, Back-up Storage & Suppo	09/16/2016	500.00
Total for Check Number 94088:				500.00
94089	WES10 WE27344	Western Truck Parts & Equip Co./Western Equipment & supplies / Fleet.	09/16/2016	944.82
Total for Check Number 94089:				944.82
94090	XYL01 3556911487 3556911487 3556916107 3556916732	Xylem Water Solutions USA Inc. Routine Maintenance for city's sewage pumps. Sewage Pumps and Supplies. Reso# 2015-239. Routine Maintenance for city's sewage pumps. Routine Maintenance for city's sewage pumps.	09/16/2016	177.40 6,600.94 185.12 185.12
Total for Check Number 94090:				7,148.58
94091	ZON01	Zonar Systems Inc	09/16/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	SI280167	August 2016 V3 Zonar		113.94
Total for Check Number 94091:				113.94
Total for 9/16/2016:				487,665.16
Report Total (51 checks):				487,665.16



## 9D CITY COUNCIL REPORT

**SUBJECT:** Conflict of Interest Policy

**SUBMITTED BY:** Gwen Scanlon, City Clerk

**DEPARTMENT:** City Manager's Department

**DATE:** September 27, 2016

**STRATEGIC RELEVANCE:** N/A – Necessary Administrative Action

**STAFF RECOMMENDATION(S):**

Staff recommends the City Council adopt a resolution amending the City's *Conflict of Interest Policy*.

**BACKGROUND / INTRODUCTION:**

The Political Reform Act of 1974, Government Code Sections 81000, et. Seq., requires every local government agency to adopt and promulgate a *Conflict of Interest Code Policy*. Local agencies are required to review and update their conflict of interest code biennially and submit notice to the code reviewing body, City Council, by October 3, 2016. The attached resolution does not change the Policy; it does, however, include the Incorporation Page (attachment A), update the positions and divisions (attachment B) to reflect the current City's organization chart (attachment C) and outlines the Disclosure Categories (attachment D). The City and the City Clerk's office is the filing agency/officer for Form 700 – *Statement of Economic Interests*. The completed forms are filed with the City Clerk's office as well as scanned into the City's document imaging system – SIRE and posted on the City's website. The Fair Political Practices Commission (FPPC) requires that the filing officer forward the annual statements of the following positions to the FPPC as well as retaining a copy in the City Clerk's office: City Councilmembers, City Manager, City Attorney, City Treasurer, Oversight Boardmembers to the Dissolved Lincoln Redevelopment Agency and Planning Commissioners.

**ALTERNATIVES:**

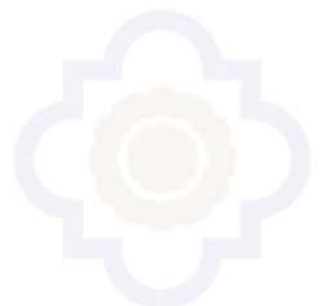
The City Council may take the following actions:

1. Adopt a resolution authorizing the confirming the City's *Conflict of Interest Policy*.
2. Provide staff with additional direction.
3. Decline to adopt the proposed resolution.

**FISCAL IMPACT:** None

**CITY MANAGER REVIEW OF CONTENT:**

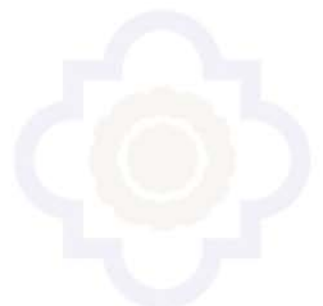
**APPROVED AS TO LEGAL FORM:**





**ATTACHMENTS:**

- I. Resolution
  - A. Incorporation Page
  - B. Positions and divisions
  - C. Current City's organization chart
  - D. Disclosure Categories



**ATTACHMENT I: Resolution**

## **RESOLUTION NO. 2016 -**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN CONFIRMING THE CITY OF LINCOLN'S CONFLICT OF INTEREST CODE POLICY**

WHEREAS, the Political Reform Act of 1974, Government Code Section 81000, et seq. requires every state and local government agency to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the Fair Political Practice Commission (FPPC) has adopted regulations, 2 Cal. Code Regs. section 18100, which contain the terms of a standard model Conflict of Interest Code; and

WHEREAS, after public notice and hearing is conducted by the Fair Political Practices Commission, it may be amended by the FPPC to conform to amendments in the Political Reform Act.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF LINCOLN DOES HEREBY RESOLVE AS FOLLOWS:

Section 1: The regulations of the Fair Political Practices Commission (2 Cal. Code of Regs. Section 18100) and any amendments to the Political Reform Act are hereby incorporated by reference and this regulation and the attached Exhibit(s) designating officials, employees and consultants and establishing disclosure categories shall constitute the Conflict of Interest Code Policy of the City of Lincoln.

Section 2: The designated officials, employees and consultants shall file their Form 700 - Statements of Economic Interests with the City Clerk to whom is designated as the filing officer for the City of Lincoln.

Section 3: Statements of Economic Interests are to be made available to public inspection and reproduction (Gov. Code Section 81008).

Section 4: All previously adopted resolutions approving a Conflict of Interest Code for the City of Lincoln are hereby rescinded.

PASSED AND ADOPTED this 27th day of September, 2016 by the following vote:

AYES: Councilmembers

NOES: Councilmembers

ABSENT: Councilmembers

\_\_\_\_\_  
Spencer Short, Mayor

Attest:

\_\_\_\_\_  
Gwen Scanlon, City Clerk

**ATTACHMENT A: Incorporation Page**



## Incorporation Page

### CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **City of Lincoln (City)**.

Individuals holding designated positions shall file their statements of economic interests with the **City**, which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). All statements will be retained by the **City**.



**ATTACHMENT B: Positions and divisions**

## **APPENDIX B - Designated Positions**

The following positions listed in Government Code Section 87200 are required to file FPPC Form 700 pursuant to State law:

City Councilmembers  
City Manager  
City Treasurer  
City Attorney  
Consultant<sup>1</sup> (*if applicable*)  
Oversight Boardmembers to the Dissolved Lincoln Redevelopment Agency  
Planning Commissioners

Persons occupying the following positions are Category I designated filers:

City Engineer  
Community Development Director  
Consultant<sup>1</sup> (*if applicable*)  
Director of Public Services  
Director of Support Services  
Chief of Police  
Fire Chief  
Human Resources and Strategic Initiatives Manager  
Library Manager

Persons occupying the following positions are Category II designated filers:

Airport Manager  
Accounting Manager  
Chief Building Official  
City Clerk  
Consultant<sup>1</sup> (*if applicable*)  
Construction Manager  
Development Services Division Manager  
Economic Development Manager  
Environmental Services Manager  
Geographic Information System (GIS) Manager  
Information Technology/Information Services Manager  
Maintenance Services Manager  
Principal Accountant  
Public Information Officer  
Public Services Operations Manager  
Purchasing Manager  
Recreation Manager  
Senior Planner  
Senior Civil Engineer

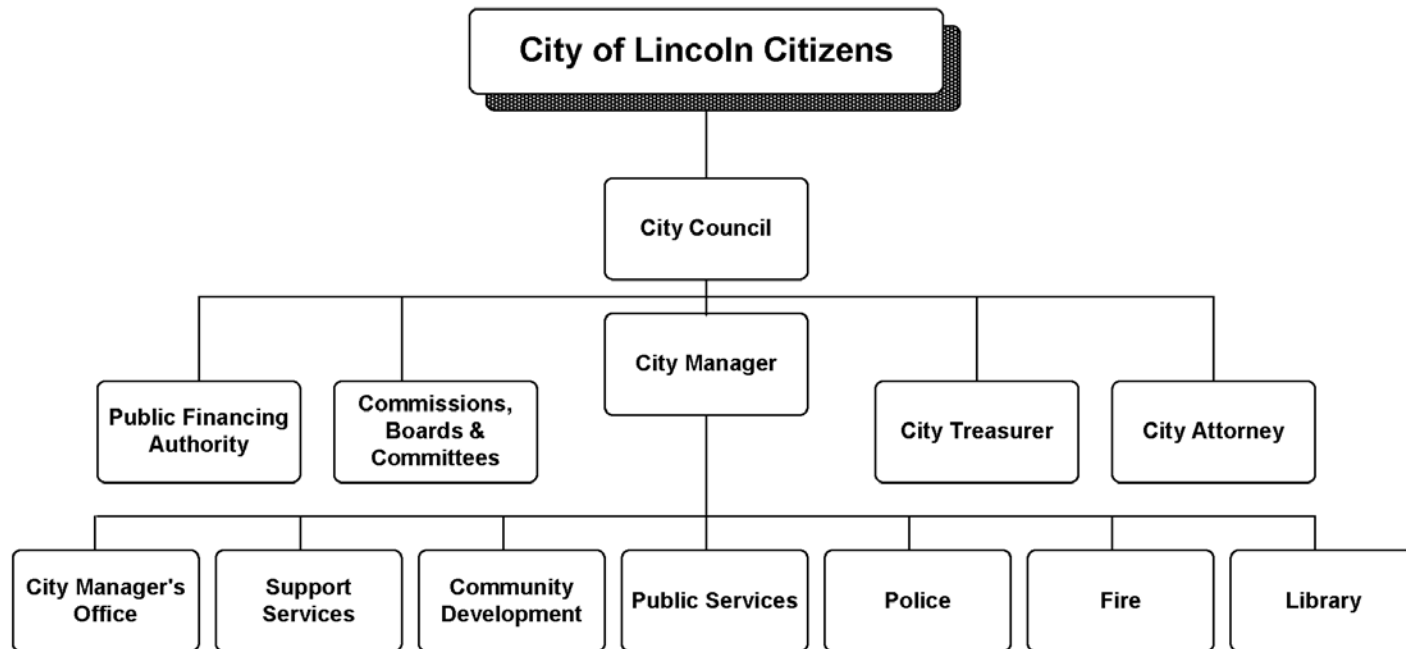
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<sup>1</sup> Consultants shall be included in the list of designated employees and shall include those consultants who are determined by the City Manager to come within the definition of "consultant" as defined in California Fair Political Practices Commission Regulations 18700.3 and 18734.

Persons occupying the following positions are Category III designated filers:

Assistant / Associate Engineer  
Code Enforcement Officer  
Fire Battalion Chief  
Fleet Supervisor  
Human Resources Analyst  
Library Coordinator  
Parks/Facilities Supervisor  
Public Services Supervisor  
Police Lieutenant  
Purchasing Clerk  
Recreation Program Manager  
Senior Administrative Analyst  
Supervising Building Inspector  
Solid Waste Supervisor  
Streets Supervisor  
Water/Wastewater Supervisor

**ATTACHMENT C: Current City's organization chart**



**ATTACHMENT D: Disclosure Categories**

## **APPENDIX D - Disclosure Categories**

The following disclosure categories set forth the required contents of disclosure statements for officers and employees holding designated positions. An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decisions made or participated by the designated employee by virtue of the employee's position.

### **Category I**

Designated employees assigned to Category I shall report interest in real property in the City of Lincoln as well as any investments in, income or gifts received from, or any position held in any business entity located in, doing business in, or planning to do business within the Jurisdiction of the City of Lincoln.

### **Category II**

An employee in this category could possibly have a conflict of interest due to an interest in a developer, builder or contractor within the jurisdiction of the City of Lincoln, or a supplier of goods, materials or services to the City.

Designated employees assigned to Category II shall report any investment in, income or gifts received from, as well as any position held in any business entity licensed to do construction or build within the jurisdiction of the City of Lincoln or which foreseeably may contract to provide services, supplies, materials, machinery, or equipment to the City of Lincoln.

### **Category III**

An employee in this category could possibly have a conflict of interest due to an interest in a supplier of goods, materials or services to their department/division

Designated employees assigned to Category III shall report any investments in, income or gifts received from, as well as any position held in any business entity which foreseeably may contract with the City of Lincoln to provide services, supplies, materials, machinery, or equipment to their department/division.



## 9E CITY COUNCIL REPORT

**SUBJECT:** Adopt a resolution authorizing the City Manager to execute a Construction Agreement for Aitken Park Phase 2 with Meritage Homes of California, Inc.

**SUBMITTED BY:** Ray Leftwich, P.E., City Engineer

**DEPARTMENT:** Engineering Department

**DATE:** September 27, 2016

**STRATEGIC RELEVANCE:** Infrastructure

### **STAFF RECOMMENDATION(S):**

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Construction Agreement (Agreement) for Aitken Park Phase 2 with Meritage Homes of California, Inc. (Meritage)

### **BACKGROUND / INTRODUCTION:**

Meritage acquired the Sorrento project on November 13, 2012. The project includes a 7.4 acre park site that was named Aitken Park, with the adoption of Resolution 2006-126 on June 13, 2006. The City approved the Master Plan for Aitken Park on September 26, 2006. In addition to turf and landscaping, the master plan includes a tot lot, shade structures, picnic tables, two unisex restrooms, and a concrete walkway with benches and lighting. The master plan also includes the potential construction of two lighted tennis courts.

The Development Agreement for the Sorrento Project originally required the developer to construct Aitken Park. The First Amendment to the Development Agreement allowed the construction to take place in phases and required the City to fund the construction through park improvement fees. The City approved a Second Amendment to the Development Agreement that required Meritage to construct Aitken Park. Meritage funded the Park Phase 1 construction with credits in lieu of paying the Community Services – Park PFE (Park Fee) for the project's 356 residential units in Sorrento Villages 2 thru 9. At the time of construction, the development's 356 building permits had not been issued and there is an estimated \$40,569.57 in credits remaining from Villages 2 thru 9. The Third Amendment to the Development Agreement was not related to Aitken Park. The Fourth Amendment to the Development Agreement requires Meritage to construct Aitken Park Phase 2 funded with the remaining credits from Villages 2 thru 9 in addition to the credits for Village 10.

### **FINDINGS/ANALYSIS:**

When the park facilities have been constructed and the City has recorded a Notice of Completion ("NOC"), the City and Meritage will reconcile the total actual construction costs. Once Meritage has provided all of the necessary documentation to complete the reconciliation, the City Engineer or his designee ("Engineer") will review and approve the reconciled construction costs within 45 days. Upon the Engineer's approval of actual construction costs,





Meritage will be entitled to credits towards the Park Fee that equals 100% of the reconciled actual construction costs and an additional 2% for soft costs. The 2% soft cost calculation for Meritage will not include construction inspection services or water connection fees.

The final total credits for the Park Fee entitled to Meritage will not exceed 102% of the actual construction costs. If excess credits have been allowed to Meritage, then Meritage shall reimburse the City within 30 days of the Engineer's approval of actual construction costs. Meritage and the City agree to work together to complete the park with the total costs equal to or less than the budget of \$159,125.46 from Village 10 plus \$40,569.57 from Villages 2 thru 9 for a total project budget of \$199,695.03. Any expenditures beyond these amounts shall be the sole responsibility of Meritage.

Prior to the preparation of the construction bid documents, City staff and Meritage will meet to review and amend the Aitken Park Master Plan to meet the City's current requirements and criteria. It is anticipated that the bid process will include many of the improvements as separate bid items so that the City may prioritize the improvements.

#### **CONCLUSION:**

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Construction Agreement for Aitken Park Phase 2 with Meritage Homes of California, Inc.

#### **ALTERNATIVES:**

1. The Council may elect to not approve the Resolution.
2. Provide Staff with additional direction.

#### **FISCAL IMPACT:**

The park site is located within the Landscape and Lighting District that will fund the ongoing maintenance of the park after completion of the warranty period.

#### **CITY MANAGER REVIEW OF CONTENT: LZW**

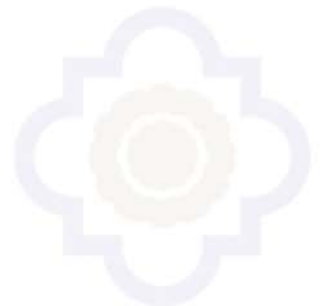
#### **APPROVED AS TO LEGAL FORM:**

#### **CONTRACT ACCOUNTABILITY:**

Department: Engineering    Staff member: Ray Leftwich

#### **ATTACHMENTS:**

Attachment A: Construction Agreement for Aitken Park Phase 2



**RESOLUTION 2016-XX**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING  
THE CITY MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT FOR AITKEN  
PARK PHASE 2 WITH MERITAGE HOMES OF CALIFORNIA, INC.

**WHEREAS**, on August 23, 2016, the City of Lincoln and Meritage Homes of California, Inc. entered into the Fourth Amendment to the Aitken Ranch (AKA Sorrento) Development Agreement; and

**WHEREAS**, per the Amendment, Meritage consents to constructing Phase 2 of Aitken Park in lieu of paying the PFE park improvement fees with building permits; and

WHEREAS, the City certified a Final Environmental Impact Report (FEIR) for the Aitken Ranch Project on March 23, 2004 and no further environmental review is required pursuant to Public Resources Code section 21166 and CEQA Guidelines section 15162 for the construction of Aitken Park.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINCOLN** does hereby resolve to authorize the City Manager to execute a Construction Agreement for Aitken Park Phase 2 with Meritage Homes of California, Inc.

**PASSED AND ADOPTED** this 27<sup>th</sup> day of September, 2016:

AYES: COUNCILMEMBERS:  
NOES: COUNCILMEMBERS:  
ABSENT: COUNCILMEMBERS:

\_\_\_\_\_  
Spencer Short, Mayor

ATTEST:

\_\_\_\_\_  
Gwen Scanlon, City Clerk

## Attachment A

## **AITKEN PARK CONSTRUCTION AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of September, 2016, between the City of Lincoln ("City") and Meritage Homes of California, Inc., a California corporation ("Meritage").

Whereas, on June 8, 2004, City and Signature At Aitken, LLC a California limited liability company, entered into the Development Agreement relative to the Development Known as Aitken Ranch Development, (the "Development Agreement"); and

Whereas, on June 14, 2011, City and Signature At Sorrento, LLC a California limited liability company ("Signature"), formerly known as Signature At Aitken, LLC, entered into the First Amendment to the Development Agreement for the Aitken Ranch Development aka Sorrento – Large Lot Subdivision (the "First Amendment"); and

Whereas, on November 13, 2012, Signature entered into a Purchase and Sale Agreement with Meritage, related to the Aitken Ranch Development ("Sorrento"); and

Whereas, on December 12, 2012, Signature and Meritage entered into a Transfer Agreement related to the Development Agreement and the First Amendment; and

Whereas, the Development Agreement required Signature to construct Aitken Park ("Park") located within Sorrento. The First Amendment allowed Signature to construct the Park in phases and required the City to fund the construction through the collection and assignment of park improvement fees as a component of the Community Services fee collected with building permits; and

Whereas, on May 28, 2013, City and Meritage entered into the Second Amendment to the Developer Agreement By and Between the City of Lincoln and Signature Aitken LLC, for the Aitken Ranch Development aka Sorrento – Large Lot Subdivision (the "Second Amendment") in which Meritage consented to constructing the Park in lieu of paying the park improvement fees with building permits; and

Whereas, Sorrento Built Phase 1 Aitken Park at an estimated construction cost of \$1,300,000. The park was completed December 24, 2014 and a NOC was accepted on January 27, 2015; and

Whereas, on July 28, 2015, City and Meritage entered into the Third Amendment to the Development Agreement By and Between the City of Lincoln and Signature Aitken LLC, for the Aitken Ranch Development aka Sorrento – Large Lot Subdivision (the "Third Amendment"); and

Whereas, Meritage requested the Fourth Amendment to the Developer Agreement in which Meritage would consent to construction of Aitken Park Phase 2 in lieu of paying the park improvement fees with building permits.

**Now, therefore, the parties agree as follows:**

1. Bonding for the Park Facilities. Meritage agrees to construct Aitken Park Phase 2 in accordance with plans and specifications approved by the City Engineer or his designee. The preliminary master plan for the park was approved by the City on September 26, 2006 per Exhibit A ("Park Facilities"), which is subject to minor modifications with approval by the Engineer. Meritage agrees to provide the City with a Performance Bond and a Payment Bond, each in an amount equal to 100% of the estimated construction costs for the Park Phase 2 Facilities in the amount of \$199,695.03. Meritage agrees to provide the bonds to the City prior to beginning construction or issuance of the twenty-fifth production building permit for Village 10, whichever comes first.
2. PFE Credits for the Park Facilities. The City agrees that upon the posting of the Performance Bond and Payment Bond, Meritage shall be allowed credits towards the PFE Community Services – Park Fee ("Park Fee"), which is currently \$4,080.14 per single family residential unit. The maximum fee credit is \$159,125.46 (39 units @ \$4,080.14 per unit) plus any remaining credits from Villages 2 through 9 that were not utilized in the Park Phase 1 in the amount of \$40,569.57. The credits allowed will be equal to 90% of the estimated construction costs for the Park Facilities and subject to a final reconciliation of the actual construction costs. In order to receive credits for any subsequent changes in the construction of the Park Facilities, the City Engineer would have to approve the additional work prior to construction. Meritage may apply the allowed credits with each building permit until there is no remaining balance.

When the Park Phase 2 Facilities have been constructed and the City has recorded a Notice of Completion ("NOC"), the City and Meritage will reconcile the total actual construction costs. The City's required documentation to reconcile the actual costs could include, but are not limited to, copies of the following; (1) construction contracts and change orders, (2) paid invoices, and (3) proof of payments. Once Meritage has provided all of the necessary documentation to complete the reconciliation, the City Engineer will review and approve the reconciled construction costs within 45 days. Upon the City Engineer's approval of actual construction costs, Meritage will be entitled to credits towards the Park Fee that equal 100% of the reconciled actual construction costs and an additional 2% for soft costs.

The amount of \$199,695.03 (Meritage's maximum Park Fee credits) is the budget for the total Park Phase 2 costs. The total Park Phase 2 costs will include the construction costs, soft costs, inspection services and water connection fees. The required construction inspection services and water connection fees will not be included in the calculation of Meritage's 2% for soft costs.

The final total credits for the Park Phase 2 Fee entitled to Meritage will not exceed the total actual Park Phase 2 costs. If excess credits have been allowed to Meritage, then Meritage shall reimburse the City within 30 days of the City Engineer's approval of actual construction costs. If Meritage has not applied 100% of the entitled credits by the end of the project, the City shall within 30 days of the last building permit issue Meritage

Park Phase 2 Fee credits that it can apply to other projects within the City. Meritage shall not be allowed to transfer or sell the Park Phase 2 Fee credits to third parties without the written approval of the City, which approval the City shall not unreasonably withhold. Meritage and the City agree to work together to complete the park with the total costs equal to or less than the budget of \$199,695.03.

Final reconciliation of Park Phase 1 Fee Credits has not been completed. Any over expenditure of funds on construction of Park Phase 2 Improvements that exceeds the total Sorrento Park PFE Credits for the entirety of Sorrento Villages 2 – 10 shall be the sole responsibility of Meritage.

3. Construction of Park Facilities. Meritage agrees to begin construction of the Park Phase 2 Facilities prior to the issuance of the twenty-fifth production building permit for Villages 10. Meritage will be required to complete the Park Phase 2 Facilities, including a 90-day plant establishment period, within 12 months of the issuance of the twenty-fifth building permit for Village 10.

4. Contractor Insurance. The Park Facilities will be constructed by Meritage through its contractor.

Contractor will be required to provide evidence of insurance coverage as to worker's compensation, public liability, and property damage in amounts approved by the City. All such policies of insurance shall be endorsed to name the City as an additional insured.

5. Prevailing Wage. The construction of the Park Facilities is a project which comes within Labor Code section 1770 and will require the payment of prevailing wages.

6. Acceptance of Park Facilities. The acceptance of the Park Facilities by City is conditioned upon the following: (i) the Park Facilities are completed in all respects and in compliance with the plans and specifications as reasonably determined by the City Engineer, and (ii) the park site has been properly dedicated to the City and the City has received acceptable title concerning the site, right-of-way, or easement upon which the Park Facilities have been constructed.

7. Warranty. Meritage shall file a "guarantee and warranty security" in the amount of 10% of the construction costs of the Park Facilities to guarantee and warrant the work for a period of one (1) year following its completion and acceptance against any defective work or labor done, or defective materials furnished. The one (1) year period will begin with the recording of a NOC by the City. Notwithstanding anything contained herein, this guarantee and warranty security need not be furnished prior to completion of the Park Facilities, but must be provided prior to the recording of a NOC. The City shall release the Performance Bond and Payment Bond when the warranty security is furnished and the NOC is recorded.

Meritage guarantees and warrants the Park Facilities which constitute the work required by this Agreement, and agrees to remedy any defects in the improvements or the work arising from faulty or defective materials or construction of the Park Facilities occurring within twelve (12) months after their acceptance by City. Meritage agrees to permit

inspection of all Park Facilities by the City Engineer, his staff, and Public Services staff of the City for such period.

8. Indemnity and Hold Harmless. Meritage shall indemnify and hold harmless City from any and all loss, damage, or liability resulting from Meritage's performance or nonperformance of its duties and obligations under this Agreement, or from the negligent act or omission of itself, its agents, contractors, subcontractors, servants or employees. Meritage shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings that may be brought or instituted against city, its officers and employees, on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against City, its officers and employees, in any such action, suit or legal proceedings, resulting from Meritage's performance or nonperformance of its duties and obligations under this Agreement, or from the negligent act or omission of itself, its agents, contractors, servants or employees of City, save and except the sole active negligence of City.

9. Insurance. Meritage shall maintain in full force and effect for the duration of this Agreement the following policies of insurance:

(a) General Liability. Meritage shall maintain general liability insurance in an amount not less than one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

(b) Automobile Liability. Meritage shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Meritage arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1,000,000 combined single limit for each occurrence, no deductible.

(c) Worker's Compensation. Meritage shall maintain worker's compensation coverage as required by the Labor Code of the State of California.

Each general liability and automobile liability insurance policy shall be with insurers rated "A: VII" or better in the most current edition of Best's Insurance Reports and shall be endorsed with the following specific language:

(i) "The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of Meritage, including the materials, parts, or equipment furnished in connection with such work or operations;

(ii) This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess only and shall not contribute with it;

(iii) The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents;

(iv) The insurance provided by this policy shall not be suspended, voided, canceled or reduced in coverage or limits except after thirty (30) days written notice has been received by City; and,

(v) Meritage shall provide certificate(s) of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement."

10. Attorney's Fees. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefore, the prevailing party in such action shall be awarded reasonable attorney's fees, as may be determined by the Court.

In Witness Whereof the parties have executed this Agreement the date first above written.

City of Lincoln

Meritage Homes of California, Inc.

By: \_\_\_\_\_  
Matthew Brower, City Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Leslie Walker, City Attorney





## 9F

### CITY COUNCIL REPORT

**SUBJECT:** Second reading and adoption of Ordinance 918B  
Amending Chapters 18.12, 18.14, 18.16, 18.18, 18.20,  
18.22, 18.24, 18.26, 18.28, 18.29, 18.30, of the Lincoln  
Zoning Ordinance addressing Solar Energy Systems as a  
principally permitted and accessory permitted use within  
the City

**SUBMITTED BY:** Jim Bermudez, Development Services Manager

**DEPARTMENT:** Community Development

**DATE:** September 27, 2016

**STRATEGIC  
RELEVANCE:** Organizational Efficiency

#### **STAFF RECOMMENDATION:**

Staff respectfully recommends that the City Council:

1. Adopt Ordinance 918B (second read) amending the following Chapters of the Lincoln Zoning Ordinance addressing Solar Energy Systems as a principally permitted and accessory permitted use within the City:

Chapter 18.12 (R-1) Single Family District  
Chapter 18.14 (R-2) Duplex Residential District  
Chapter 18.16 (R-3) Multiple Residential District  
Chapter 18.18 (R-E) Residential Estate District  
Chapter 18.20 (BP) Business Professional District  
Chapter 18.22 (C) Commercial District  
Chapter 18.24 (H-C) Highway Commercial District  
Chapter 18.26 (L-I) Light Industrial District  
Chapter 18.28 (I) Industrial District  
Chapter 18.29 (A-D) Agricultural District  
Chapter 18.30 (O-S) Open Space District

#### **BACKGROUND/INTRODUCTION:**

Ordinance No. 918B amends the Lincoln Zoning Ordinance addressing Solar Energy Systems as a principally permitted and accessory permitted use within the City. The first reading of the ordinance occurred on September 13, 2016. After a staff presentation of the proposed ordinance, receipt of public comments, and City Council deliberations, the City Council voted 5-0 to approve the first reading of the ordinance directing staff to determine if the proposed amendments would be subject to Airport Land Use Commission review and approval.

#### **ANALYSIS:**

The Placer County Transportation Planning Agency (PCTPA) was designated as the Airport Land Use Commission (ALUC) for Placer County. In this role, PCTPA acts as

the hearing body for land use planning near the Lincoln Regional Airport. The ALUC promotes compatibility between the airport and future land use projects by discouraging incompatible land use projects that may be sensitive to noise, infringe on airspace, or located within a flight zone susceptible to aircraft accidents. The ALUC adopts an Airport Land Use Compatibility Plan (ALUCP). The City's General Plan is required to be, and is consistent with the ALUCP.

The proposed zoning amendments will affect land within the Lincoln Airport Influence Area. Based on staff consultation with PCTPA, because the General Plan is consistent with the ALUCP, formal review by the ALUC is not required. However, the PCTPA staff requested the proposed zoning amendment note that the location of Solar Energy Systems must be consistent with the ALUCP.

Further discussion with PCTPA staff has resulted in a recommendation for the City to amend the Industrial District language to capture all areas within authority of the ALUCP comply with all compatibility policies regulating the location and use of solar energy systems. Staff is modifying the Industrial District text amendment to include the suggested compatibility language.

**Section 18.28.010 Permitted uses.**

(6) Solar Energy System (Defined in Section 15.05.020A) - Consistent with the compatibility policies as set forth in the Airport Land Use Compatibility Plan.

**ENVIRONMENTAL REVIEW:**

The Municipal Code amendments found within Ordinance 918B is exempt from the California Environmental Quality Act (Pub. Resources Code section 21000 et seq., "CEQA") pursuant to Public Resources Code section 21065 and CEQA Guidelines section 15061(b)(3) because there is no possibility that the activity in question may have a significant effect on the environment.

**CONCLUSION:**

Ordinance 918B amends the Municipal Code specifically, when solar energy systems are considered an accessory use on a lot of a principle structure, and/or when the system is considered the primary use of the lot for each specific zoning district within the City.

**FISCAL IMPACT:**

There is no anticipated fiscal impact.

**LEGAL REVIEW:** LZW

**ATTACHMENT:**

Ordinance

CITY COUNCIL

ORDINANCE NO. 918B

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN, CALIFORNIA, AMENDING VARIOUS SECTIONS OF THE LINCOLN ZONING ORDINANCE, TITLE 18, ET. SEQ., AND FINDING THIS PROJECT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

**WHEREAS**, Section 1.01.050 of the Lincoln Municipal Code provides for amendments to the Lincoln Municipal Code by the City council; and,

**WHEREAS**, Title 18, Chapter 18.92, of the Lincoln Municipal Code provides for the amendment of the Title by changing the text whenever the public necessity, convenience, or general welfare requires such amendment; and,

**WHEREAS**, the Planning Commission of the City of Lincoln held a duly noticed public hearing on August 17, 2016, and after considering the request relating to the various amendments/new language, staff's analysis, and public input, voted to recommend that the City Council amend the City's Zoning Ordinance; and,

**WHEREAS**, pursuant to Lincoln Municipal Code section 18.04.020, any use not specifically permitted is prohibited; and,

**WHEREAS**, a public notice describing the proposed amendments to the Lincoln Zoning Ordinance relative to Title 18 was published in the Lincoln News Messenger, a newspaper of general circulation, in accordance with section 6061 of the California Government Code.

**NOW, THEREFORE**, the City Council of the City of Lincoln does hereby find that there is a public necessity to amend the zoning ordinance to address the following eleven (11) areas as follows:

Section 1. Section **18.12.025 Accessory Uses.**

(1) Solar Energy System - A Solar Energy System as defined in Section 15.05.020A shall be permitted if the Solar Energy System meets all of the following conditions:

- a. The Solar Energy System shall be designed for the purpose of reducing on-site energy needs and shall be accessory to and incorporated into the development of an authorized use of the property.
- b. The Solar Energy System shall only be permitted on the roof of a permitted principle structure or in the rear and side yard of the lot adjacent to a permitted structure.
- c. The Solar Energy System shall conform to all set back requirements for the district in which the Solar Energy Systems is located, unless the Community Development Director or his designee identifies a safety concern requiring placement within the setback.
- d. The Solar Energy System shall be designed to absorb light, have minimal glint and glare and to scatter the reflected light.

**Section 2. Section 18.14.025 Accessory Uses.**

(1) Solar Energy System - A Solar Energy System as defined in Section 15.05.020A shall be permitted if the Solar Energy System meets all of the following conditions:

- a. The Solar Energy System shall be designed for the purpose of reducing on-site energy needs and shall be accessory to and incorporated into the development of an authorized use of the property.
- b. The Solar Energy System shall only be permitted on the roof of a permitted principle structure or in the rear and side yard of the lot adjacent to a permitted structure.
- c. The Solar Energy System shall conform to all set back requirements for the district in which the Solar Energy System is located, unless the Community Development Director or his designee identifies a safety concern requiring placement within the setback.
- d. The Solar Energy System shall be designed to absorb light, have minimal glint and glare and to scatter the reflected light.

**Section 3. Section 18.16.025 Accessory Uses.**

(1) Solar Energy System - A Solar Energy System as defined in Section 15.05.020A shall be permitted if the Solar Energy System meets all of the following conditions:

- a. The Solar Energy System shall be designed for the purpose of reducing on-site energy needs and shall be accessory to and incorporated into the development of an authorized use of the property.
- b. The Solar Energy System shall only be permitted on the roof of a permitted principle structure or in the rear and side yard of the lot adjacent to a permitted structure.
- c. The Solar Energy System shall conform to all set back requirements for the district in which the Solar Energy System is located unless, the Community Development Director or his designee identifies a safety concern requiring placement within the setback.
- d. The Solar Energy System shall be designed to absorb light, have minimal glint and glare and to scatter the reflected light.

**Section 4. Section 18.18.025 Accessory Uses.**

(1) Solar Energy System - A Solar Energy System as defined in Section 15.05.020A shall be permitted if the Solar Energy System meets all of the following conditions:

- a. The Solar Energy System shall be designed for the purpose of reducing on-site energy needs and shall be accessory to and incorporated into the development of an authorized use of the property.
- b. The Solar Energy System shall only be permitted on the roof of a permitted principle structure or in the rear and side yard of the lot adjacent to a permitted structure.
- c. The Solar Energy System shall conform to all set back requirements for the district in which the Solar Energy System is located, unless the Community Development Director or his designee identifies a safety concern requiring placement within the setback.
- d. The Solar Energy System shall be designed to absorb light, have minimal glint and glare and to scatter the reflected light.

Section 5. Section **18.20.025 Accessory Uses.**

- (1) Solar Energy System - A Solar Energy System as defined in Section 15.05.020A shall be permitted if the Solar Energy System meets all of the following conditions:
- a. The Solar Energy System shall be designed for the purpose of reducing on-site energy needs and shall be accessory to and incorporated into the development of an authorized use of the property.
  - b. The Solar Energy System shall only be permitted on the roof of a permitted principle structure or in the rear and side yard of the lot adjacent to a permitted structure.
  - c. The Solar Energy System shall conform to all set back requirements for the district in which the Solar Energy System is located, unless the Community Development Director or his designee identifies a safety concern requiring placement within the setback.
  - d. The Solar Energy System shall be designed to absorb light, have minimal glint and glare and to scatter the reflected light.

Section 6. Section **18.22.025 Accessory Uses.**

- (1) Solar Energy System - A Solar Energy System as defined in Section 15.05.020A shall be permitted if the Solar Energy System meets all of the following conditions:
- a. The Solar Energy System shall be designed for the purpose of reducing on-site energy needs and shall be accessory to and incorporated into the development of an authorized use of the property.
  - b. The Solar Energy System shall only be permitted on the roof of a permitted principle structure or in the rear and side yard of the lot adjacent to a permitted structure.
  - c. The Solar Energy System shall conform to all set back requirements for the district in which the Solar Energy System is located, unless the Community Development Director or his designee identifies a safety concern requiring placement within the setback.
  - d. The Solar Energy System shall be designed to absorb light, have minimal glint and glare and to scatter the reflected light.

Section 7. Section **18.24.025 Accessory Uses.**

- (1) Solar Energy System - A Solar Energy System as defined in Section 15.05.020A shall be permitted if the Solar Energy System meets all of the following conditions:
- a. The Solar Energy System shall be designed for the purpose of reducing on-site energy needs and shall be accessory to and incorporated into the development of an authorized use of the property.
  - b. The Solar Energy System shall only be permitted on the roof of a permitted principle structure or in the rear and side yard of the lot adjacent to a permitted structure.
  - c. The Solar Energy System shall conform to all set back requirements for the district in which the Solar Energy System is located, unless the Community Development Director or his designee identifies a safety concern requiring placement within the setback.

- d. The Solar Energy System shall be designed to absorb light, have minimal glint and glare and to scatter the reflected light.

**Section 8. Section 18.26.025 Accessory Uses.**

- (1) Solar Energy System - A Solar Energy System as defined in Section 15.05.020A shall be permitted if the Solar Energy System meets all of the following conditions:
- a. The Solar Energy System shall be designed for the purpose of reducing on-site energy needs and shall be accessory to and incorporated into the development of an authorized use of the property.
  - b. The Solar Energy System shall only be permitted on the roof of a permitted principle structure or in the rear and side yard of the lot adjacent to a permitted structure.
  - c. The Solar Energy System shall conform to all set back requirements for the district in which the Solar Energy System is located, unless the Community Development Director or his designee identifies a safety concern requiring placement within the setback.
  - d. The Solar Energy System shall be designed to absorb light, have minimal glint and glare and to scatter the reflected light.

**Section 9. Section 18.29.025 Accessory Uses.**

- (1) Solar Energy System - A Solar Energy System as defined in Section 15.05.020A shall be permitted if the Solar Energy System meets all of the following conditions:
- a. The Solar Energy System shall be designed for the purpose of reducing on-site energy needs and shall be accessory to and incorporated into the development of an authorized use of the property.
  - b. The Solar Energy System shall only be permitted on the roof of a permitted principle structure or in the rear and side yard of the lot adjacent to a permitted structure.
  - c. The Solar Energy System shall conform to all set back requirements for the district in which the Solar Energy System is located, unless the Community Development Director or his designee identifies a safety concern requiring placement within the setback.
  - d. The Solar Energy System shall be designed to absorb light, have minimal glint and glare and to scatter the reflected light.

**Section 10. Section 18.30.025 Accessory Uses.**

- (1) Solar Energy System - A Solar Energy System as defined in Section 15.05.020A shall be permitted if the Solar Energy System meets all of the following conditions:
- a. The Solar Energy System shall be designed for the purpose of reducing on-site energy needs and shall be accessory to and incorporated into the development of an authorized use of the property.
  - b. The Solar Energy System shall only be permitted on the roof of a permitted principle structure.
  - c. The Solar Energy System shall conform to all set back requirements for the district in which the Solar Energy System is located, unless the Community Development Director or his designee identifies a safety concern requiring placement within the setback.

- d. The Solar Energy System shall be designed to absorb light, have minimal glint and glare and to scatter the reflected light.

**Section 11. Section 18.28.010 Permitted uses.**

(6) Solar Energy System (Defined in Section 15.05.020A) - Consistent with the compatibility policies as set forth in the Airport Land Use Compatibility Plan.

**Section 12.** Pursuant to Section 1.6 of the City of Lincoln's Environmental Guidelines, the City of Lincoln's Community Development Director has reviewed the new language, and determined that it is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines; which, provides under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and a Notice of Exemption will be recorded with the project; and,

**Section 13.** No Mandatory Duty of Care: This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

**Section 14.** Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

**Section 15.** Savings Clause. The provisions of this ordinance shall not affect or impair an act done or right vested or approved or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take effect; but every such act done, or right vested or accrued, or proceeding, suit or prosecution shall remain in full force and effect to all intents and purposes as if such ordinance or part thereof so repealed had remained in force. No offense committed and no liability, penalty or forfeiture, either civilly or criminally incurred prior to the time when any such ordinance or part thereof shall be repealed or altered by said Code shall be discharged or affected by such repeal or alteration; but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceeded with in all respects as if such prior ordinance or part thereof had not been repealed or altered.

**Section 16.** This ordinance shall take effect thirty (30) days after its passage. Within fifteen (15) days of its passage, this ordinance shall be published once in the *Lincoln News Messenger*, a newspaper of general circulation within the City. In lieu of publication of the full text of this ordinance within fifteen (15) days after its passage, a summary of this ordinance may be published at least five (5) days prior to and fifteen

(15) days after adoption by the City Council and a certified copy shall be posted in the office of the City Clerk, pursuant to Government Code Section 36933(c)(1).

**PASSED AND ADOPTED** THIS 27<sup>th</sup> day of September, 2016, by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

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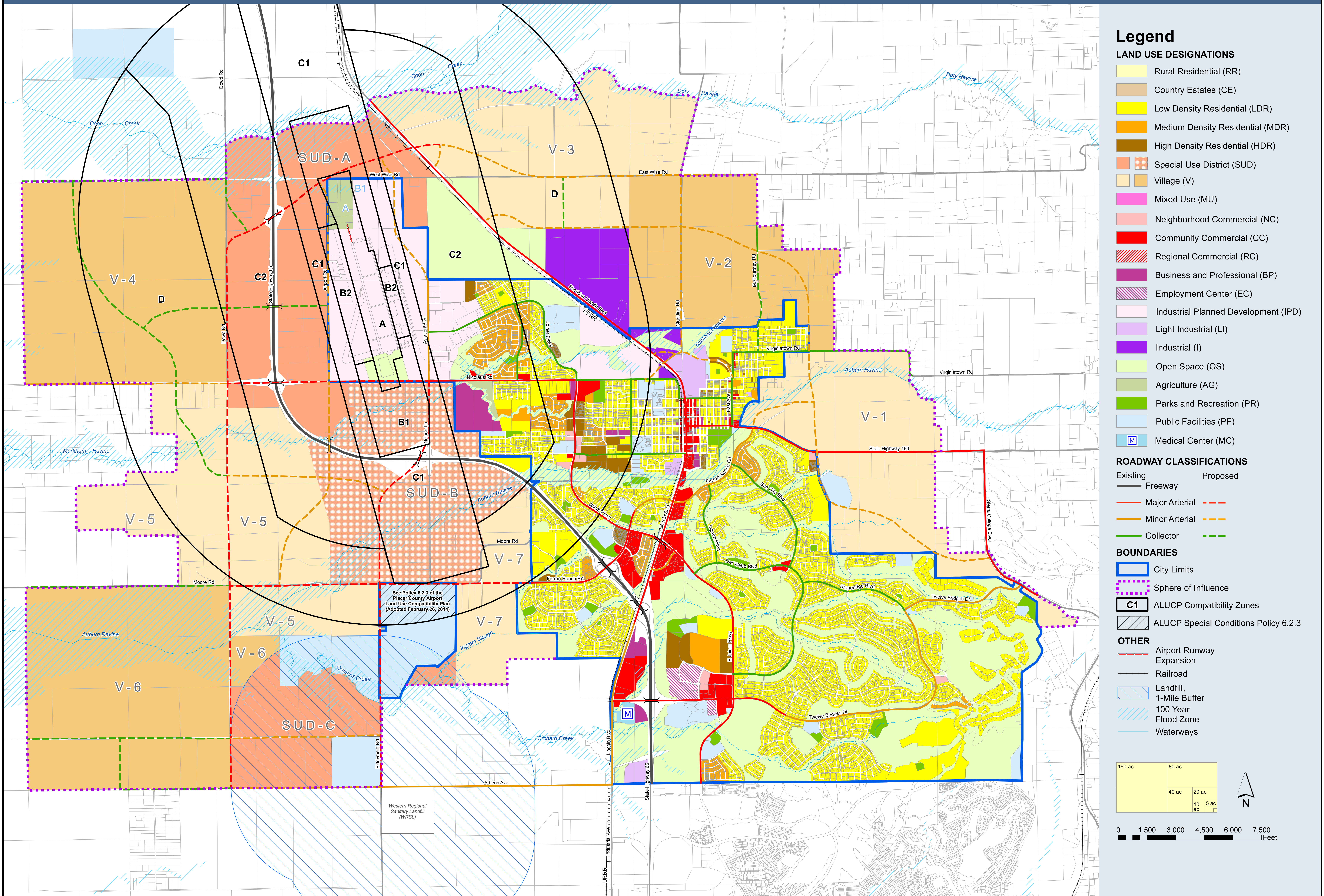
MAYOR

ATTEST:

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CITY CLERK









## 9G

### CITY COUNCIL REPORT

**SUBJECT:** Second reading and adoption of Ordinances 920B and 921B approving a rezone and amended General Development Plan for the Meadowlands Residential Subdivision Project

**SUBMITTED BY:** Steve Prosser, Senior Planner

**DEPARTMENT:** Community Development

**DATE:** September 27, 2016

#### **STRATEGIC RELEVANCE:**

**Infrastructure**

**Team Cohesion**

#### **STAFF RECOMMENDATION:**

Staff recommends that the City Council take the following actions:

1. Adopt Ordinance **920B** approving a rezoning of the Meadowlands project area (Attachment 1).
2. Adopt Ordinance **921B** approving the amended General Development Plan for the Meadowlands project (Attachment 2).

#### **BACKGROUND/INTRODUCTION:**

On September 13, 2016, the City Council approved the revised 108.9 acre Meadowlands project area to allow for the development of low density, medium, density and high density residential uses in conjunction with necessary infrastructure improvements and public amenities located on currently vacant property at the northwest corner of 9<sup>th</sup> Street and East Avenue within the current City limits. City Council approval included Ordinance No. 920B, which approved the designation and location of new and revised zoning districts within the project area (Rezone) and Ordinance 921B, which approved an amended General Development Plan that has been prepared to specify the types of specific uses within the project site, the specific location of each of the uses, and the governing development standards and design guidelines for the development of the recently approved planned residential community.

The first reading of Ordinance 920B and Ordinance 921B occurred on September 13, 2016. After a staff presentation of the proposed ordinance, receipt of public comments, and City Council deliberations, the City Council voted 5-0 to introduce and waive first reading of the above referenced ordinances.

#### **ENVIRONMENTAL REVIEW:**

As the lead agency under the California Environmental Quality Act (CEQA), the City of Lincoln, in accordance with Section 15164 of the State CEQA Guidelines, an Addendum



to the Final Environmental Impact Report/Initial Study and Environmental Evaluation has been prepared that indicated that the revised Meadowlands Residential Subdivision project is consistent with the type and intensity of land uses analyzed in the FEIR and no new significant impacts or substantial increase in the severity of previously identified significant impacts have been identified. Furthermore, there is no new information of substantial importance regarding impact significance, mitigation measures, or alternatives that would require preparation of a Subsequent EIR document.

**CONCLUSION:**

Ordinance 920B and 921B approve the Rezone and amended General Development Plan for the Meadowlands Residential Subdivision project, along with the recently approved amendment to the General Plan land use designations, is consistent with the goals, policies and intent of the City's General Plan for residential infill development.

**FISCAL IMPACT:**

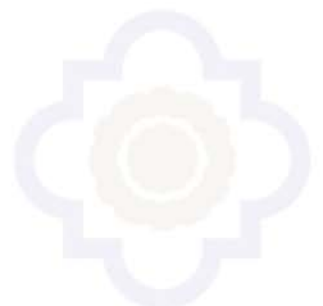
City staff costs were funded pursuant to the City's master fee schedule for entitlement projects with full cost recovery borne by the applicant through funds deposited into Developer Fund #248.

**CITY MANAGER REVIEW OF CONTENT:**

**APPROVED AS TO LEGAL FORM:**

**ATTACHMENT:**

1. Ordinance 920B approving a Rezone for the Meadowlands Residential Subdivision Project.
2. Ordinance 921B approving an amended General Development Plan for the Meadowlands Residential Subdivision Project.



CITY COUNCIL

ORDINANCE NO. **920B**

AN ORDINANCE APPROVING THE REZONING  
FOR THE REVISED MEADOWLANDS PROJECT

WHEREAS, Title 18, Chapter 18.92 of the Lincoln Municipal Code provides for City Council review, upon recommendation by the City's Planning Commission on all Rezoning; and

WHEREAS, on August 17, 2016, the City of Lincoln Planning Commission adopted Resolution No. 2016-22 forwarding a recommendation of approval to the City Council for the Rezoning; and

WHEREAS, the Meadowlands Project Rezoning was reviewed and considered by the City Council; and

WHEREAS, the Rezoning for the revised Meadowlands Project sets forth the basic land uses and zoning regulations for the property; and

WHEREAS, notices describing the proposed Rezoning for the Meadowlands Project were sent to neighboring property owners pursuant to Section 18.92.040 of the Lincoln Municipal Code and notice of the City Council public hearing was published in accordance with Section 6061 of the Government Code in at least one newspaper of general circulation within the City of Lincoln at least ten calendar days before the City Council meeting; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINCOLN DOES  
HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council finds and determines that:

1. Prior to adoption of the proposed Rezoning for the revised Meadowlands Project, the City Council reviewed and considered the information contained in the Addendum to the Final Environmental Impact Report and adopted Resolution No. 2016-176, approving the Addendum to the Final Meadowlands Environmental Impact Report (SCH No. 2006032003) as the proposed project is consistent with the type and intensity of land uses analyzed in the Final Environmental Impact Report (EIR) and no new significant impacts or substantial increase in the severity of previously identified significant impacts have been identified. The Mitigation Monitoring and Reporting Program, Alternatives Findings and Statement of Overriding Considerations adopted as part of the Final EIR are still applicable to the proposed project, subject to the modified mitigation measure language found within the Addendum to the Environmental Impact Report.
2. The Rezoning is consistent with Lincoln General Plan, as amended by Resolution 2016-177, (the "General Plan Amendment Resolution"), because the rezoning, in conjunction with the General Development Plan, establishes zoning districts and development standards for land uses which are allowed by the General Plan land use designations and the policies for new residential land use which apply to Plan Area. Specifically, the Rezoning provides for residential, parks and recreation, and open space land use designations. Residential land use designations include Low Density Residential,

Medium Density Residential, and High Density Residential that will meet the future housing needs within the City.

3. The proposed rezoning is consistent with the City's General Plan, as amended per City Council Resolution 2016-177.
4. Pursuant to the requirements of the Central Valley Flood Protection Act of 2008, the City Council finds that the property is located within a watershed with a contributing area of 10 or fewer square miles.

Section 2. The City Council hereby approves the rezoning of the subject area, as set forth in Exhibit B, subject to the conditions set forth in Exhibit A, attached hereto and incorporated by this reference.

PASSED AND ADOPTED this 27<sup>th</sup> day of September, 2016, by the following roll call vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

---

Spencer Short, Mayor

ATTEST:

---

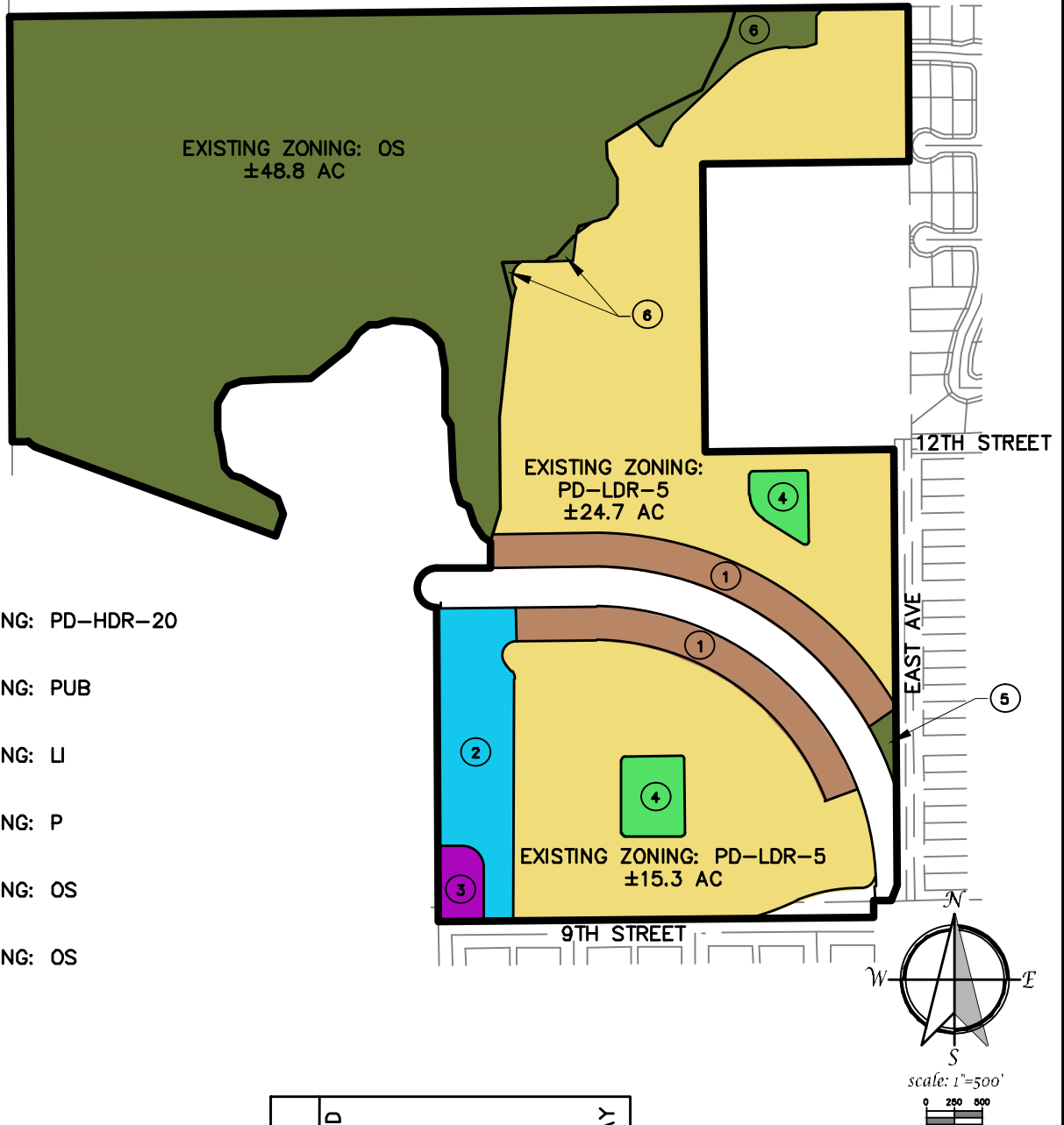
Gwen Scanlon, City Clerk

## **EXHIBIT A**

### **The Rezone for the Meadowlands Project is approved subject to the following conditions.**

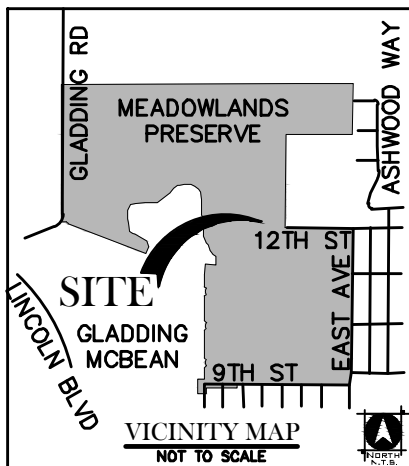
1. The project shall be subject to the mitigation measures adopted as part of the Final Environmental Impact Report for the Meadowlands Project (SCH No. 2006032003), as amended by the Addendum to the Final Environmental Impact Report.
2. The Rezone approved in this action is set forth in the attached Exhibit B and incorporated by this reference.

# EXISTING ZONING EXHIBIT MEADOWLANDS LINCOLN, CA

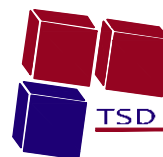


## LEGEND

- ① EXISTING ZONING: PD-HDR-20  
±5.2 AC
- ② EXISTING ZONING: PUB  
±4.0 AC
- ③ EXISTING ZONING: LI  
±0.8 AC
- ④ EXISTING ZONING: P  
±1.6 AC
- ⑤ EXISTING ZONING: OS  
±0.2 AC
- ⑥ EXISTING ZONING: OS  
±1.5 AC



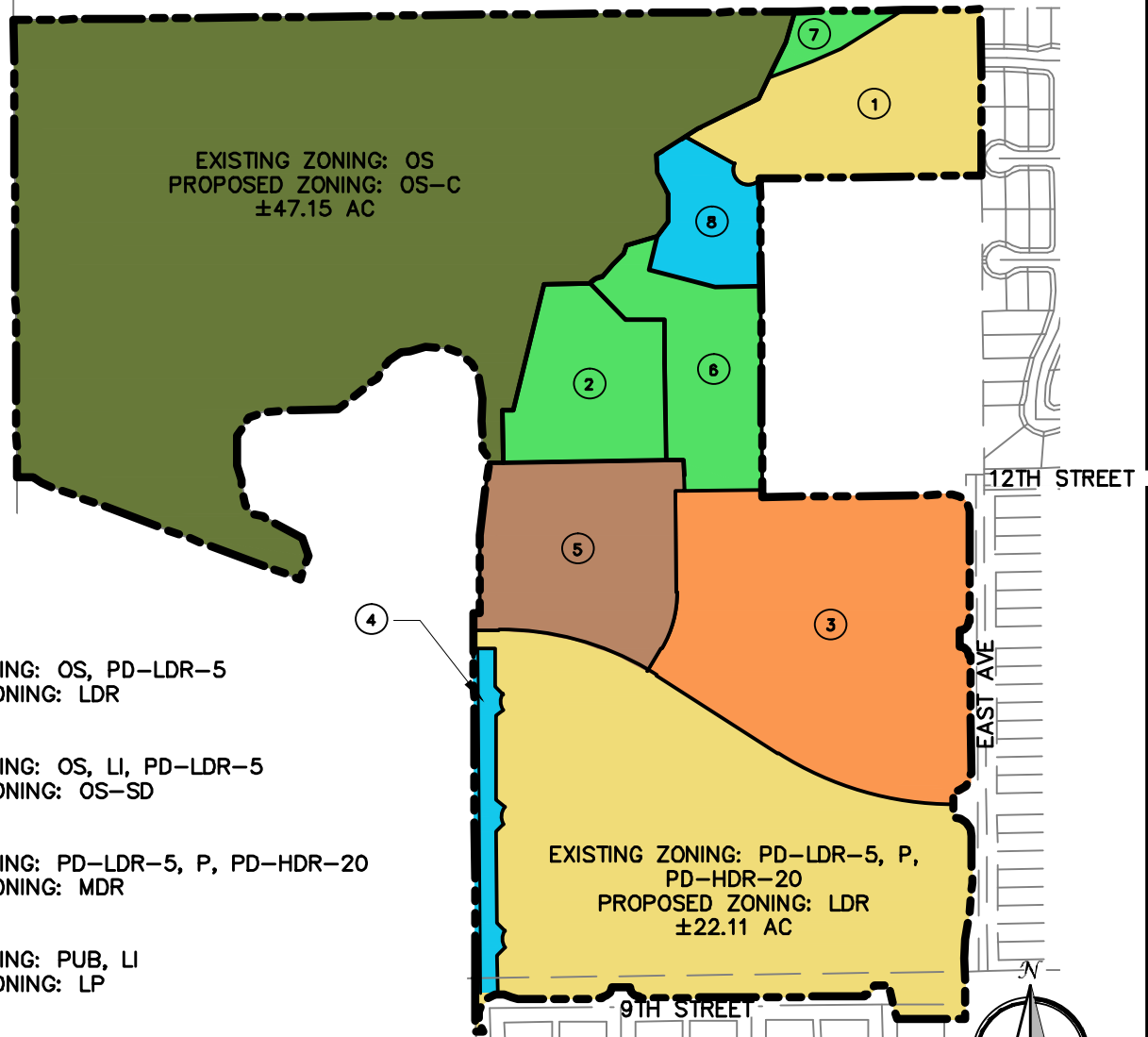
EXISTING ZONING EXHIBIT  
JULY 22, 2016



**TSD ENGINEERING, INC.**  
expect more.

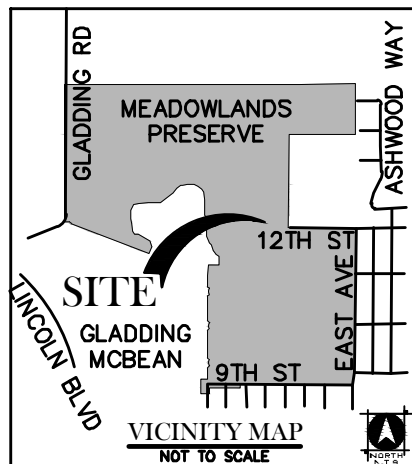
31 Natoma Street, Suite #160  
Folsom, CA 95630  
Phone: (916) 608-0707  
Fax: (916) 608-0701

# REZONE EXHIBIT MEADOWLANDS LINCOLN, CA

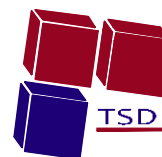


## LEGEND

- ① EXISTING ZONING: OS, PD-LDR-5  
PROPOSED ZONING: LDR  
±6.04 AC
- ② EXISTING ZONING: OS, LI, PD-LDR-5  
PROPOSED ZONING: OS-SD  
±4.11 AC
- ③ EXISTING ZONING: PD-LDR-5, P, PD-HDR-20  
PROPOSED ZONING: MDR  
±13.73 AC
- ④ EXISTING ZONING: PUB, LI  
PROPOSED ZONING: LP  
±1.40 AC
- ⑤ EXISTING ZONING: OS, LI, PD-LDR-5, PD-HDR-20  
PROPOSED ZONING: HDR  
±6.20 AC
- ⑥ EXISTING ZONING: OS, LI, PD-LDR-5  
PROPOSED ZONING: OS-R  
±4.07 AC
- ⑦ EXISTING ZONING: OS, PD-LDR-5  
PROPOSED ZONING: OS-R  
±0.70 AC
- ⑧ EXISTING ZONING: OS, LI, PD-LDR-5  
PROPOSED ZONING: P  
±2.20 AC



REZONE EXHIBIT  
JULY 22, 2016



**TSD ENGINEERING, INC.**  
expect more.

31 Natoma Street, Suite #160  
Folsom, CA 95630  
Phone: (916) 608-0707  
Fax: (916) 608-0701



CITY COUNCIL

ORDINANCE NO. **921B**

AN ORDINANCE APPROVING THE AMENDED GENERAL DEVELOPMENT PLAN  
FOR THE REVISED MEADOWLANDS PROJECT

WHEREAS, Title 18, Chapter 18.32 of the Lincoln Municipal Code provides for City Council review, upon recommendation by the City's Planning Commission on all General Development Plans; and

WHEREAS, on August 17, 2016, the City of Lincoln Planning Commission adopted Resolution No. 2016-22 forwarding a recommendation of approval to the City Council for the amended General Development Plan; and

WHEREAS, the Meadowlands Project amended General Development Plan was reviewed and considered by the City Council; and

WHEREAS, the amended General Development Plan for the revised Meadowlands Project sets forth the basic land uses and zoning regulations for the property; and

WHEREAS, the Meadowlands Project includes all of the following entitlements; the CEQA Resolution, Resolution No. 2016-176; the General Plan Amendment, Resolution No. 2016-177; Rezone, Ordinance 920B; this Amended General Development Plan Ordinance; Large Lot Tentative Map, Resolution No. 2016-178; Small Lot Tentative Subdivision Map, Resolution No. 2016-181; and the Specific Development Plan/Development Permit (the Meadowlands Project"), Resolution 2016-182; and

WHEREAS, notices describing the proposed amended General Development Plan for the Meadowlands Project were sent to neighboring property owners pursuant to Section 18.92.040 of the Lincoln Municipal Code and notice of the City Council public hearing was published in accordance with Section 6061 of the Government Code in at least one newspaper of general circulation within the City of Lincoln at least ten calendar days before the City Council meeting; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LINCOLN DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council finds and determines that:

1. Prior to adoption of the proposed amended General Development Plan for the revised Meadowlands Project, the City Council reviewed and considered the information contained in the Addendum to the Final Environmental Impact Report and adopted Resolution No. 2016-176, approving the Addendum to the Final Meadowlands Environmental Impact Report (SCH No. 2006032003) as the proposed project is consistent with the type and intensity of land uses analyzed in the Final Environmental Impact Report (EIR) and no new significant impacts or substantial increase in the severity of previously identified significant impacts have been identified. The Mitigation Monitoring and Reporting Program, Alternatives Findings and Statement of Overriding Considerations adopted as part of the Final EIR are still applicable to the proposed

project, subject to the modified mitigation measure language found within the Addendum to the Environmental Impact Report.

2. The amended General Development Plan is consistent with Lincoln General Plan, as amended by Resolution 2016-177, (the "General Plan Amendment Resolution"), because the General Development Plan, establishes zoning districts and development standards for land uses which are allowed by the General Plan land use designations and the policies for new residential land use which apply to Plan Area. Specifically, the Rezoning provides for residential, parks and recreation, and open space land use designations. Residential land use designations include Low Density Residential, Medium Density Residential, and High Density Residential that will meet the future housing needs within the City.
3. The amended General Development Plan is consistent with the Lincoln Zoning Ordinance because it has been prepared pursuant to and for implementation of the Meadowlands Project Planned Development to specify the uses for the Property, the locations of such uses, and the governing development standards and design guidelines for the development of a planned residential community consisting of traditional housing. The amended General Development Plan consists of a map and text showing all uses, intensity of land use as measured by units per acre and area coverage; major circulation and development phases.
4. The amended General Development Plan is consistent with the requirements of the Planned District zone of the City's Zoning Ordinance which governs the plan area because it has been designed to provide for creative, more flexible, and orderly approach to the use of land, by permitting an adjustment in the number of units within each land use designation depending on the market demand.
5. Pursuant to the requirements of the Central Valley Flood Protection Act of 2008, the City Council finds that the property is located within a watershed with a contributing area of 10 or fewer square miles.

Section 2. The City Council hereby approves the amended General Development Plan of the subject area, as set forth in Exhibit B, subject to the conditions set forth in Exhibit A, attached hereto and incorporated by this reference.

PASSED AND ADOPTED this 27<sup>th</sup> day of September, 2016, by the following roll call vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

---

Spencer Short, Mayor

ATTEST:

---

Gwen Scanlon, City Clerk

## EXHIBIT A

**The Amended General Development Plan for the Meadowlands Project is approved subject to the following conditions.**

1. The project shall be subject to the mitigation measures adopted as part of the Final Environmental Impact Report for the Meadowlands Project (SCH No. 2006032003), as amended by the Addendum to the Final Environmental Impact Report.
2. The amended General Development Plan is approved, subject to the terms and conditions set forth in the Meadowlands Project amended General Development Plan/Development Standards attached hereto and incorporated by reference as Exhibit B.



# *Meadowlands*

---

AMENDED GENERAL DEVELOPMENT PLAN  
JULY 2016



**MEADOWLANDS AMENDED GENERAL DEVELOPMENT PLAN**

**Approved by the City Council**

**RESOLUTION**

Certifying the Final Environmental Impact Report and Addendum

**RESOLUTION**

Approving an Amended General Plan Amendment

**Approved by the City Council**

**ORDINANCE**

Approving the Rezoning

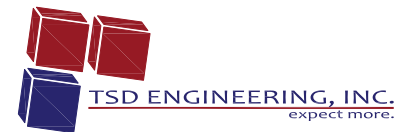
**ORDINANCE**

Amending Title 18, Chapter 18.32 of the Lincoln Municipal Code and  
Approving the Amended General Development Plan

**PROJECT SPONSORS**



4120 Douglas Blvd. #306-534  
Granite Bay, CA 95746  
P: 916.797.3347



31 Natoma Street, Suite #160  
Folsom, CA 95630  
P: 916.608.0707  
F: 916.608.0701

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# 01 INTRODUCTION



 *Meadowlands*



## 1.0 INTRODUCTION

This Amended General Development Plan (GDP) shall amend, rescind, and repeal the previous Meadowlands General Development Plan, approved by the Lincoln City Council on June 26, 2012. By Ordinance Number 867B. This Amended GDP serves to establish the zoning for the Meadowlands property that allows for the development of Low Density Residential, Medium Density Residential, High Density Residential, Parks, and Open Space. Additionally, the Amended General Development Plan includes design guidelines and development standards to direct future development of the site. This document is consistent with and will implement the City of Lincoln General Plan, with the approval of a concurrent General Plan Amendment, that reflects the same goals, policies, objectives, and plan elements of this Amended General Development Plan.

### 1.1 Authority and Purpose

This Amended General Development Plan governs development of the site. The Amended General Development Plan establishes land use, zoning, development standards, and design guidelines for the site per section 18.32.040 of the Lincoln Zoning Ordinance. The General Development Plan provides zoning regulations and enables further entitlements such as a Specific Development Plan, Tentative Maps, Final Maps, Conditional Use Permits, and Building Permits. The City's Planned Development District requires the approval of a General Development Plan, Tentative Subdivision Map, and Final Map, prior to commencement of site improvements and construction.

### 1.2 Severability Clause

In the event that a California or Federal Court of competent jurisdiction holds any regulation, condition, program, or portion of this Amended General Development Plan invalid or unconstitutional, such portions shall be deemed separate, distinct, and independent provisions, and the invalidity of such provisions shall not affect the validity of the remaining provisions.

### 1.3 Project Location

Meadowlands is located in the northeastern portion of the City of Lincoln. Neighboring the northern edge of the historic Downtown, the site is bounded by Gladding Road and the Gladding McBean Pipe Manufacturing Plant (Gladding McBean Plant) on the west, Ninth Street to the south, East Avenue on the east, and the City of Lincoln city limits to the north (refer to Figure 1-1). Meadowlands Open Space Preserve runs through the northwest portion of the site. Carlin C. Coppin Elementary School is located adjacent to the northeastern portion of the site along East Ave at 12th Street, and is bounded by the site on three sides. Lincoln Boulevard (Old State Route 65) is located approximately 1/4 mile west of the site, and serves as the main access route through the City. SR 193 is located approximately 1/4 mile south of the site.



Figure 1-1 Location Map

## 1.4 Project Overview

The approximately 109 acre site is developed as two distinct districts to address land use, zoning and development standards of the project. The districts are as follows:

- **District One - Meadowlands Open Space Preserve**
- **District Two - Meadowlands Neighborhood**

District One includes a portion of Meadowlands Open Space Preserve directly north of the Gladding McBean Plant. This area, referred to as the Meadowlands Open Space Preserve, is designated as Open Space and will be preserved as an environmental resource. District Two is the Meadowlands neighborhood which allows a variety of uses to create a pedestrian oriented neighborhood based on principles of quality single family residential master-planned neighborhood subdivision design, combining a mixture of densities, substantial open space, park uses, and pedestrian access. (See Figure 1-2 for District Map and Land Use Designation Diagram)

The two primary design intents of the General Development Plan are: 1) to preserve a portion of the Meadowlands Open Space Preserve; and, 2) to create a quality, pedestrian-oriented residential neighborhood, that is consistent with current market demands for detached single family residential housing, creating a mixture of uses within a well-planned cohesive community.

To achieve the first design intent, this GDP creates a single zoning for District One that prevents development and promotes and protects the existing environmental condition of the Meadowlands Open Space Preserve to continue and prosper.

To achieve the second design intent, the planning of the Meadowlands neighborhood (District Two) is based on quality neighborhood design principles, and provides a strong emphasis on pedestrian activity. The Meadowlands Neighborhood includes many design principles, such as: a safe and connected network of sidewalks and trails; a strong street presence; master-planned single family residential neighborhood structure; and a substantial amount and variety of open space, parks, and recreation elements, to enhance the overall sense of place and livability of the neighborhood. A mixture of single family residential densities and higher density multi-family residential units are integrated into the plan using these principles. The Meadowlands neighborhood will be a livable, walkable, vibrant neighborhood that unifies the low, medium, and high density residential units, and is complementary in character to the adjacent open space. The substantial amount and variety of open space will enhance both the Meadowlands Neighborhood and the surrounding community.

The General Development Plan addresses zoning for the site by establishing zoning classifications. The overlay zoning for the entire site is Planned Development (PD). Because the residential zoning is planned development, the development standards are set by this Amended General Development Plan (GDP). The Amended GDP shall take precedence over the City's zoning ordinance. The zoning classifications found within the Meadowlands are defined as follows:

- **Single Family (LDR) is one of two predominant residential zones in District Two.**
- **Single Family (MDR) is the other.**
- **Multi-Family (HDR) located in District Two adjacent to Open Space, Detention Basin, and the proposed Gladding Parkway and C Street.**
- **Open Space - Conservation (OS-C) is passive in nature and provides open green spaces appropriate for environmental preserve. This zoning is heavily regulated.**
- **Open Space - Recreation (OS-R) Provides for more interactive open space improvements such as seating areas and trails, and acts as a transitional area between the Open Space Conservation area and the more developed portions of District Two.**
- **Open Space - Storm Detention (OS-SD) provides for storm detention.**
- **Linear Park (LP) Provides passive open space, trail, fencing, wall, and landscape berm/buffer.**
- **Park (P) provides informal park.**

For each of these zoning classifications, the Amended General Development Plan (GDP) establishes a list of permitted uses and development standards (refer to Chapter 2).

Individual phases of development in the plan area are required to comply with the relevant development criteria and guidelines applicable to the proposed use and zone. It is the intent of the General Development Plan to provide a direct and flexible framework which, when implemented, will create an attractive and unified community character and form. All development proposals within the Meadowlands are subject to the regulations identified in this document.

## 1.5 Relationship to Existing Documents

The project is in the Lincoln city limits and is regulated by the City's General Plan. The General Development Plan is an implementation tool of the General Plan and the goals, objectives, and policies specific to the General Development Plan shall be consistent with the goals, objectives, and policies of the General Plan. This Amended General Development Plan is consistent with the General Plan.

The establishment of a Planned Development (PD) overlay zone for the site will establish new zoning districts that govern development in the area and will include standards and guidelines. The standards and guidelines set forth in this Amended General Development Plan shall supersede those contained in the City of Lincoln zoning standards. Where this GDP is silent on a topic, the City's adopted zoning regulations take precedence.

The overlying district is envisioned to be primarily single family in use, and will employ various design features including, but not limited to, canopy street trees, edge landscaping, special street lighting, and streetscape transitions. This Amended General Development Plan employs these features.

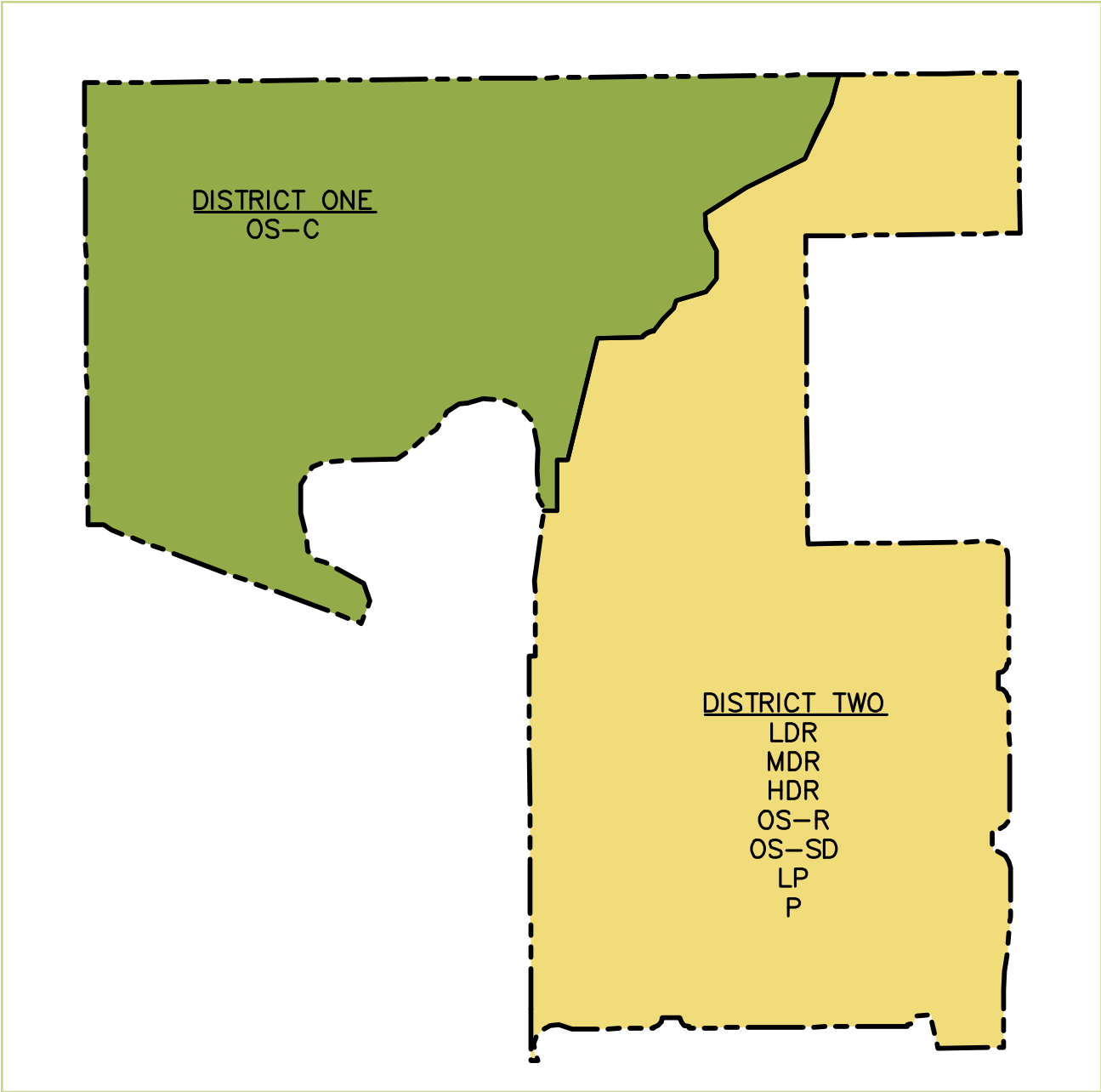


Figure 1-2 District Map and Land Use Designation Diagram





Figure 1-3 Preliminary Site Map

## 02 DEVELOPMENT STANDARDS



 *Meadowlands*

2.0 DEVELOPMENT STANDARDS

This chapter provides comprehensive land use, zoning, and development standards for Meadowlands. Interpretation of standards and policies lies with the City of Lincoln Development Services Department. All development in Meadowlands shall comply with these development standards. Applicants seeking to modify these standards shall submit a General Development Plan amendment and any proposed modifications shall be consistent with the goals and policies set forth in this General Development Plan. Minor modifications are allowed. See the Implementation Chapter. For regulations not covered in this GDP refer to the City of Lincoln Municipal Code Title 18 Zoning Standards. This General Development Plan shall prevail where it conflicts with the City of Lincoln Zoning Code.

2.1 Development Standards Goals, Objectives, and Policies

Development Standards Goal:

*Establish design criteria that create a complementary design theme for the varied uses within the site.*

2.1.1 Objective-1

Preserve natural resources and limit development in environmentally sensitive areas.

Policies:

- a. Create the Meadowlands Open Space Preserve parcel (District One).
- b. No development will occur within this environmentally-focused parcel. Activities shall be in accordance with all governing regulations and policies.

2.1.2 Objective-2

Develop an assortment of land uses that are compatible to one another, and provide an assortment of housing opportunities.

Policies:

- a. Create a Planned Development (PD) with land use designations that allow greater flexibility in the development of the project.
- b. Designate District Two for development of the Meadowlands Neighborhood.
- c. Single family residential development shall provide a variety of housing styles for residents.
- d. Future Multi-family housing design will be consistent with design standards for the City of Lincoln for multi-family housing, and shall be subject to Specific Development Plan and Design Review approvals by the City of Lincoln.

2.1.3 Objective-3

Create a pedestrian oriented, single family residential designed neighborhood.

Policies:

- a. Provide a connected network of sidewalks and trails along a combined open street and cul-de-sac pattern throughout the site.
- b. Include a mix of uses that support pedestrian activities such as trails, parks, open space, and an interconnected network of sidewalks.
- c. Residential lot sizes vary for added flexibility of product type, where practicable or desired.

## 2.2 Land Use Designation

As a part of the General Plan Amendment, the existing land use designation of the project was changed from Single Family Residential, Open Space and Light Industrial to include a broader mix of land uses. These new land uses are located in two unique Districts:

- **District One – Meadowlands Open Space Preserve, which is designated as Open Space-Conservation (OS-C);**
- **District Two – Meadowlands Neighborhood has Low Density Residential (LDR), Medium Density Residential (MDR), High Density Residential (HDR), Open Space-Recreation (OS-R), Park (P), Linear Park (LP), and Open Space-Storm Detention (OS-SD) designation.**

The following sections provide a detailed description of the land use, zoning, uses and development standards permitted in each of these District areas. Figure 2-1 shows the approximate locations and boundaries and land use designation of each District.

Table 2-1 provides the list of land uses and gross acreages for the project.

Table 2-1 Land Use Summary							
Land Use Designation	Gross Acres <sup>1</sup>	Land Use Distribution	Density Range	Unit Range <sup>2</sup>	Population Range <sup>3</sup>	Proposed Units*	Projected Population*
<b>District One</b>							
Open Space (OS-C)	47.14	43%					
<b>District Two</b>							
Low Density Residential (LDR)	28.15	26%	1.0 - 5.9	28 - 166	66 - 390	107	253
Medium Density Residential (MDR)	13.73	13%	6.0 - 12.9	82 - 177	193 - 416	83	195
High Density Residential (HDR)	6.20	6%	13.0 - 20.0	81 - 124	190 - 292	104	244
Open Space (OS-R)	4.77	4%					
Open Space - Storm Detention (OS-SD)	4.11	4%					
Park (P)	2.20	2%					
Linear Park (LP)	1.40	1%					
Landscape Lots	1.19	1%					
<b>Total</b>	<b>108.89</b>	<b>100%</b>		<b>191 - 467</b>	<b>449 - 1098</b>	<b>294*</b>	<b>690*</b>

Assumptions:

<sup>1</sup> Gross Acres includes local roads.

<sup>2</sup> The Unit Range indicates allowable unit totals based on density. Unit Range include only single family and multi-family residential units; secondary units are contemplated but not included. Refer to Land Use & Zoning section for more information on the overall number of dwelling units allowed for the project.

<sup>3</sup> Population is derived from the 2009 California Department of Finance for the City of Lincoln. The average household size is 2.35.

\* Note: A Tentative Subdivision Map accompanies this amended GDP.

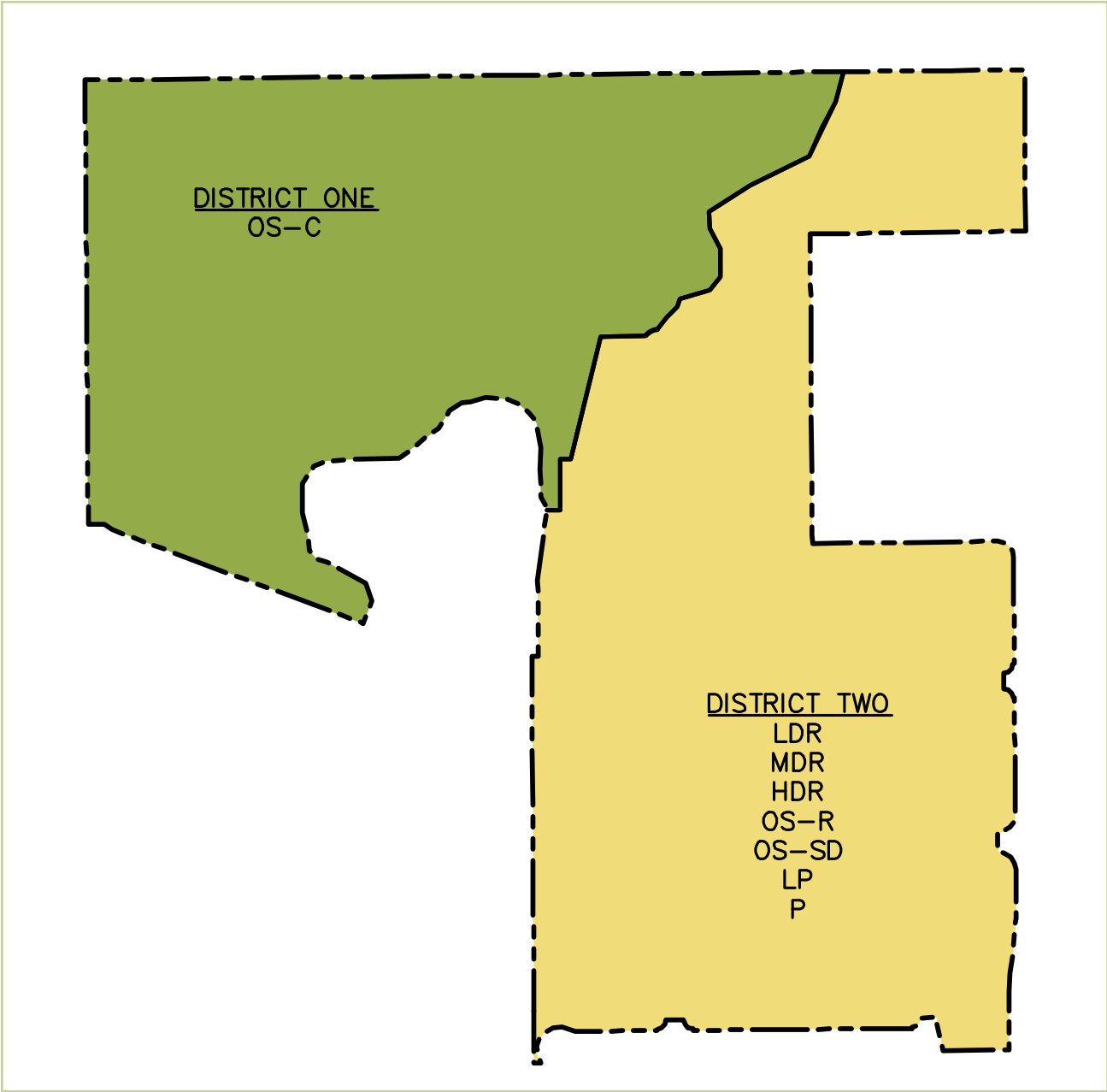


Figure 2-1 District Map and Land Use Designation Diagram



2.3 Zoning

Zoning determines the form and character of development per District and dictates the permitted uses applicable for each. Figure 2-2 depicts the zoning applied to each of the Districts and the land uses contained within them. The following sections include discussion of the zoning applicable for each District including development standards and permitted and conditionally permitted uses.

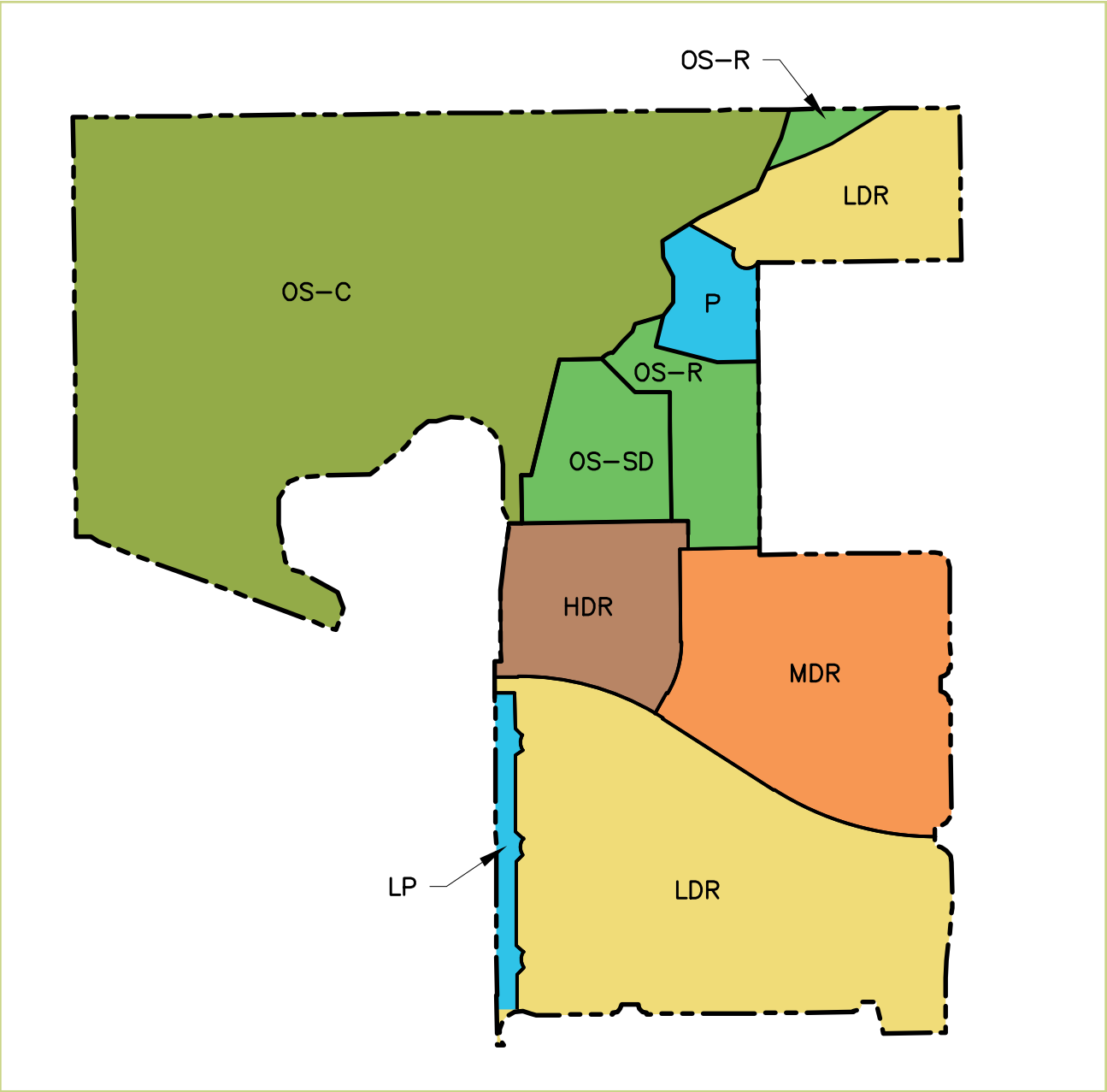


Figure 2-2 Zoning Diagram

**2.4 District One –  
Meadowlands Open Space Preserve**

**2.4.1 Description**

The approximately 47 acre Meadowlands Open Space Preserve parcel (District One) is designated as open space preserve. This designation protects the environmentally sensitive resources located within this portion of Meadowlands, and provides a unique amenity to the Meadowlands Neighborhood. It is anticipated that the City or other entity approved by the natural resources agencies shall own and maintain this open space.

**2.4.2 Zoning**

District One is zoned as Open Space-Conservation (OS-C). This is the more restrictive of the three open space zones located within the Meadowlands. Improvements are not allowed in the OS-C zone to preserve the environmentally sensitive resources located within it.

**2.4.3 Development Standards**

All applicable building codes, standards, and Environmental Impact Report mitigation measures shall be implemented for any development that may occur within District One. Any development in District One shall adhere to all restrictions and requirements of governing regulatory agencies.

**2.5 District Two –  
Meadowlands Neighborhood**

**2.5.1 Description**

The Meadowlands Neighborhood is a pedestrian oriented, residential neighborhood development with a mix of low density single family residential, medium density single family residential, and high density multi-family residential units of varying styles and sizes. Also included in the neighborhood are parks, trails, and open space Storm Detention areas. District Two is approximately 62 acres in size. Located north of Downtown Lincoln, the Meadowlands Neighborhood is contiguous with existing development and is compatible with the surrounding area.

The General Plan shows Gladding Parkway, an arterial road, will bisect the project site, connecting East Avenue to points west. The layout of the Meadowlands provides an alignment of this roadway that is similar to that shown in the current City of Lincoln General Development Plan. However, a General Plan Amendment to reflect the proposed alignment will be processed concurrently with this Amended Meadowlands General Development Plan, so that it ensures an alignment that is consistent with that shown on the City's General Plan. Running generally east to west across the site, this alignment of the Parkway separates the Meadowlands into two distinct sections. The Meadowlands designates the area along the north side of this alignment from East Avenue to the new C Street, as medium density residential, and the area along the south side of this alignment from East Avenue to the west boundary of Meadowlands as low density residential, providing a unifying element between the northern and southern portions of the neighborhood. A high density residential (HDR) area is located along the north side of the Gladding Parkway alignment, extending from the west side of the new C Street to the west boundary of the Meadowlands. The clustering of the lower and medium densities, together with a separate but nearby multifamily area, at the central core of the project, helps create a community feel within Meadowlands, creating a sense of entry into the neighborhood, and to provide a variety of housing with different lot sizes and densities on either side of the Parkway, that is in close proximity to Downtown. Additional discussion concerning the Parkway portion of the project occurs in Chapter 3.0.

**2.5.2 Zoning & Permitted Uses**

The Meadowlands Neighborhood contains several zoning classifications in order to create an attractive, comprehensive neighborhood. The following zones are included within the Meadowlands Neighborhood: Single Family Residential (LDR), Medium Density Residential (MDR), Multi-Family Residential (HDR), Open Space Recreation (OS-R), and Open Space – Storm Detention (OS-SD), Park (P), Linear Park (LP). The total number of residential units within the Meadowlands shall not exceed 300 units.

**Single Family Residential Zoning (LDR) and (MDR)**

Single Family Residential zoning (LDR) and (MDR) includes detached, single family residential units with attached street-front garages and driveways. Lot widths and depths vary to allow for a range of lot sizes with a minimum allowable lot size of 6,000 square feet in the LDR zone and 3,500 square feet in the MDR zone. The General Development Plan refines and restricts the permitted uses to those deemed appropriate for this location and project; refer to Table 2-2 for a list of permitted uses within the Single Family Residential zones. Based upon a finding that a use is consistent with the goals, objectives, and design guidelines for Single Family Residential Zoning, the Planning Commission may approve additional uses.

**Table 2-2**  
**Single Family Residential Zoning**  
**(LDR) and (MDR) Permitted Uses**

Use	Permitted / Conditional Use Permit Required
Accessory Buildings	P
Ancillary Parking	P
Churches	CUP
Home Occupations	P <sup>1</sup>
Parks and Playgrounds	P
Public Utility Buildings and Uses	CUP
Secondary Units	P <sup>2</sup>
Single Family Dwellings	P
School	P
Temporary Sales Office	P
Other Uses Similar in Nature <sup>3</sup>	CUP

<sup>1</sup> Subject to Lincoln Municipal Code (LMC)

<sup>2</sup> Subject to LMC 18.37

<sup>3</sup> As determined by the Planning Commission

P = Permitted

CUP = Conditional Use Permit

**Multi-Family Residential Zoning (HDR)**

Multi-Family Residential Zoning (HDR) is clustered in the central portion of the site north of the proposed Gladding Parkway and west of C Street, adjacent to the Open Space and Detention uses. This zoning includes attached housing product that may include, but are not limited to, multi-story apartment, townhouses, condominiums, and row houses. Additionally, uses such as temporary sales offices and permanent on-site offices for the multi-family product may be located within this zone. Permitted uses for Multi-Family Zoning are reflected in Table 2-3. The General Development Plan refines and restricts the permitted uses to those deemed appropriate for this location. Based upon a finding that a use is consistent with the goals, objectives, and design guidelines for Multi-Family Residential Zoning, the Planning Commission may approve additional uses. All multi-family residential uses and plans shall be subject to specific development plan review and design review approvals.

**Table 2-3**  
**Multi-Family Residential Zoning**  
**(HDR) Permitted Uses**

Use	Permitted / Conditional Use Permit Required
Accessory Buildings	P
Ancillary Uses	P
Apartments	P
Churches	CUP
Club houses	CUP
Condominiums	P
Duplexes	P
Leasing Office	P
Other Uses of Similar Nature <sup>1</sup>	CUP
Parks and Playgrounds	P
Public Buildings	CUP
Row Houses	P
Schools	CUP
Temporary/Permanent Sales Offices	P
Townhouses	P
Triplexes	P

<sup>1</sup> As permitted by the Planning Commission

P = Permitted

CUP = Conditional Use Permit

Open Space - Recreation Zoning (OS-R) and Park (P)

Open Space Recreation Zoning (OS-R) within the Meadowlands Neighborhood is envisioned for neighborhood use and may be used for passive recreation and other appropriate uses. Open space is included in areas adjacent to Meadowlands Open Space Preserve in the northwest corner of the site as well as other areas along the site boundary to maintain a transitional zone between District One and the development in District Two. OS-R zoning allows for a greater variety of improvements and uses than the Open Space-Conservation (OS-C) zoning. Permitted uses for Open Space Recreation Zoning are reflected in Table 2-4. Several wetland features will be preserved and protected in this area.

An informal Park (P) is provided near the northwest corner of Carlin C. Coppin Elementary School (See Figure 2-3).

Table 2-4 Open Space - Recreation Zoning (OS-R) and Park (P) Permitted Uses	
Use	Permitted / Conditional Use Permit Required
Fencing	P
Parks and Playgrounds	P
Picnic Areas	P
Seating Areas	P
Signage	P
Public Roads/Driveway	P
Trails/Walkways	P
Walls	P

P = Permitted  
CUP = Conditional Use Permit



Figure 2-3 Conceptual Park Rendering

Open Space - Storm Detention Zoning (OS-SD)

Open Space Storm Detention zoning within the Meadowlands Neighborhood defines the storm water detention basin to receive and control storm water run-off in the Plan Area. Improvements within this zone are maintained as Public Facilities, to serve as a storm water detention facility and open space amenity.

Table 2-5 below reflects the permitted and conditionally permitted uses within this zone.

Table 2-5 Open Space-Park Storm Detention (OS-SD) Permitted Uses	
Use	Permitted / Conditional Use Permit Required
Detention Basin	P
Open Space	P
Trails/Walkways/Service Roads	P
P = Permitted CUP = Conditional Use Permit	

Linear Park (LP)

An approximate 1.4 acre Linear Park is located along the west boundary of the Meadowlands, extending from 9th St. to the Gladding Parkway alignment. This passive greenbelt park will consist of a landscaped berm, masonry wall (already completed by industrial owner), and future trail. This feature will serve as an added buffer area between the Meadowlands residential area and the industrial uses to the west.

Table 2-6 Linear Park (LP) Permitted Uses	
Use	Permitted / Conditional Use Permit Required
Landscaping	P
Masonry Wall	P
Seating Areas	P
Trails/Walkways	P
P = Permitted CUP = Conditional Use Permit	

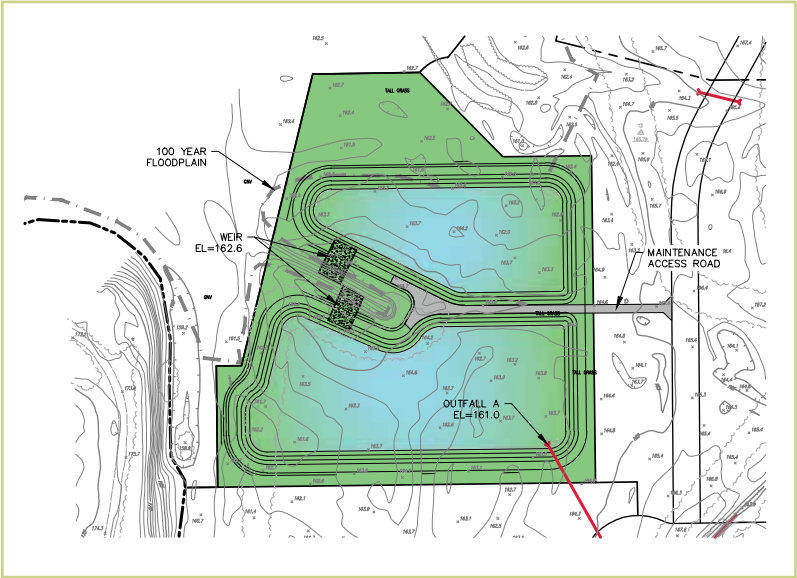


Figure 2-4 Rendering of Storm Detention Basin

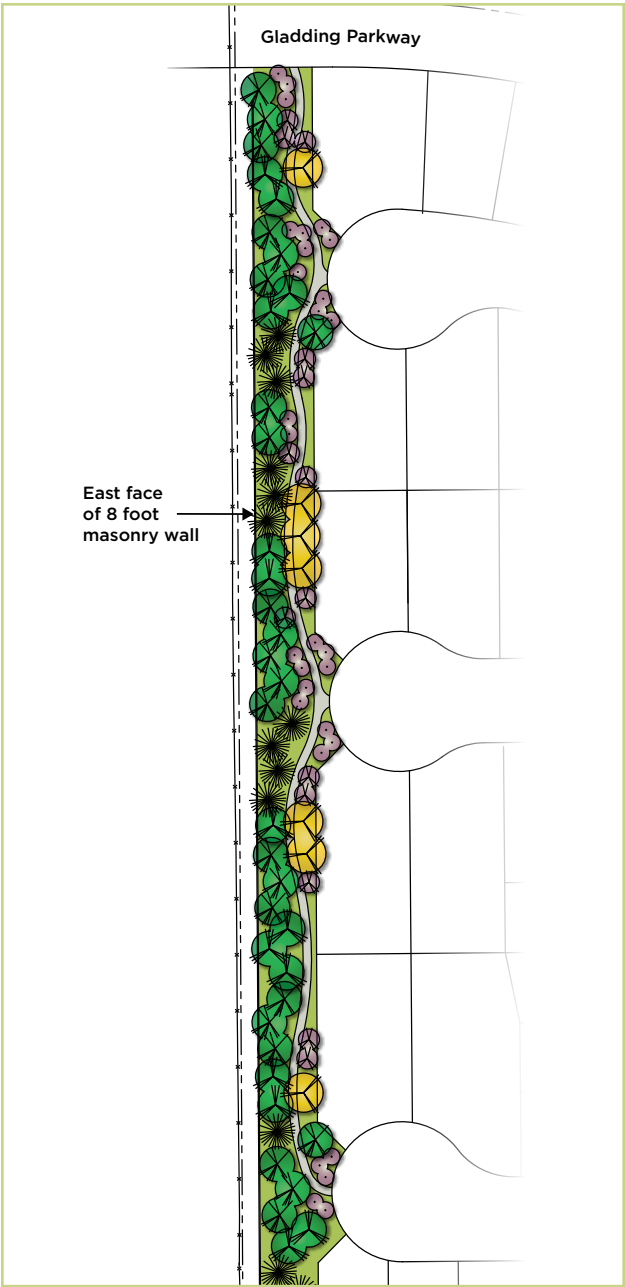


Figure 2-5 Rendering of 9th Street linear park



2.5.3 Development Standards

Residential density and development standards set forth herein shall supersede City of Lincoln Zoning Standards. All applicable City building codes, standards, and Environmental Impact Report mitigation measures shall be implemented.

The following Table 2-7 depicts the development standards for the single family residential zones. Multi-family development standards (see Table 2-8) will be subject to further review and approval of future Specific Development Plan and Design Review submittals. The Planning Commission shall make a finding of consistency with Chapter 2 and Chapter 5 of this General Development Plan.

Alternative standards may be approved by the Planning Commission and City Council at the time of project review in order to achieve better building design

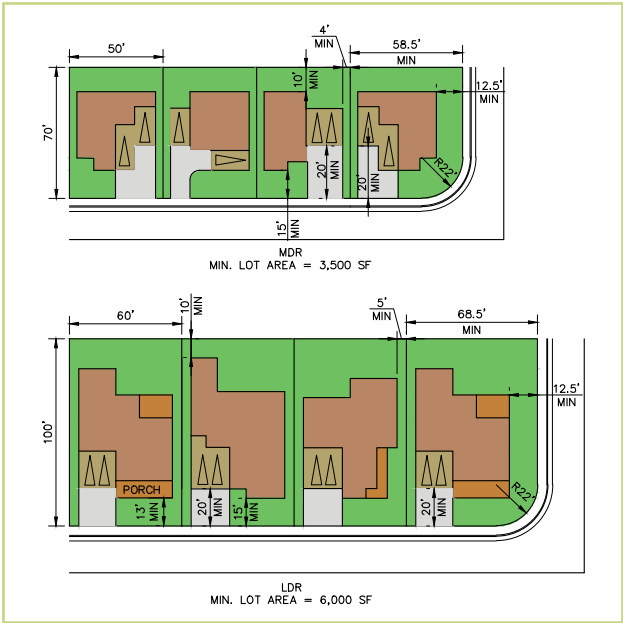


Figure 2-6 Development Standards

Note: Graphic illustrations show intent of development standards only and do not reflect actual building configuration. They are provided to assist in interpretation.

**Table 2-7**  
**Single Family Residential Zoning Development Standards**

Category		Regulation
Land Use		Medium Density Residential (MDR) and Low Density Residential (LDR)
Zoning		Single Family Residential Zoning (MDR) and (LDR)
Permitted Uses		Refer to Table 2-2
Lot Configuration		
Lot Size Range		3,500 sq. ft. min. (MDR); 6,000 sq. ft. min. (LDR)
Lot Area		
Interior Lot		3,500 sq. ft. min. (MDR); 6,000 sq. ft. min. (LDR)
Corner Lot		4,000 sq. ft. min. (MDR); 6,800 sq. ft. min. (LDR)
Width		
Interior Lot		50 ft . min. (MDR, LDR)
Corner Lot		58.5 ft. min. (MDR, LDR)
Depth		68 ft. min (MDR); 100 ft. min. (LDR)
Lot Coverage (including garage)		60% max. (refer to LMC 18.12.050) (MDR, LDR)
Setbacks (Measured at property line) - Standard SF Detached		
Front Yard	Main Building	15 ft. min. (MDR, LDR)
	Porch (Foundation Line)	13 ft. min. (MDR, LDR)
	Garage (Attached)	20 ft. min. to Face of Garage (MDR, LDR)
	Garage (Detached)	20 ft. min. (MDR, LDR)
Side Yard	Main Building	4 ft. min.* (MDR); 5 ft. min. (LDR)
	Side Street Yard	12.5 ft. min. (MDR, LDR)
	Front Loaded Garage	5 ft. min. (MDR, LDR)
Rear Yard	Main Building	10 ft. min. (MDR, LDR)
	Accessory Building (other than garage)	7 ft. min.** (MDR, LDR)
	Front Loaded Garage	5 ft. min (MDR, LDR)

\* For MDR Side Yard setbacks under 5 ft., Air Conditioning units to be placed in backyard.

\*\* Notes:

1. Secondary Units may encroach up to 3 feet into the required setback. Setbacks refer to first floor of development.
2. Architectural projections such as fireplaces, bay windows, may encroach into the required setbacks up to 30%.  
A minimum setback of 3 feet must be maintained.

**Table 2-7**  
**Single Family Residential Zoning Development Standards (continued)**

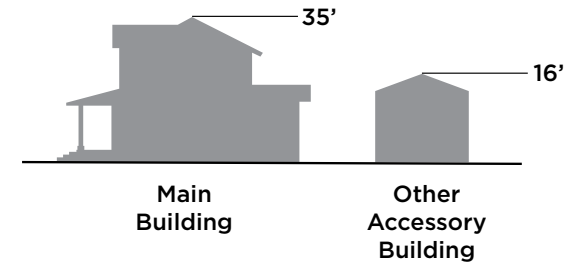
Category	Regulation
<b>Building Height</b>	
<b>Height*</b>	
Main Building	35 ft. max.
Secondary Residential Unit (Only ground level/single story; only Ashwood Way large lots)	Per Zoning Code
Garage and Other Accessory Buildings	16 ft. max.
<b>Secondary Unit</b>	
Floor Area	640 sq. ft. max.
<b>Parking</b>	Refer to Lincoln Municipal Code (LMC)
<b>Fencing</b>	Refer to Lincoln Municipal Code (LMC)

\* Building heights are measured from finished building pad

**Table 2-8**  
**Multiple Family Residential Zoning Standards — Subject to Specific Development Plan (SDP)\***

Category	Regulation
Building Height	50 ft. max.
Setback (Front)	13 ft. max.
Building Separation	10 ft. max.

\* All Multiple Family Development Standards, except those listed in the above Table 2-8, shall be established at the time of Specific Development Plan and Tentative Map (if necessary) approval. The design of the Multi-Family project shall be architecturally compatible with the surrounding development.



# 03

## CIRCULATION



 *Meadowlands*



### 3.0 CIRCULATION

The circulation system designed in Meadowlands creates convenient access for both vehicles and pedestrians. The site is in a strategic location for providing connections to downtown and nearby businesses and to enhance regional transportation routes. Promoting walkability and creating a pedestrian oriented neighborhood with access to open space is a focal point in the design of the project's circulation system.

Gladding Parkway will serve as the main access point into the Meadowlands Neighborhood. It will enter the site from existing East Avenue, at 10th Street, and cross the site, extending west across District Two, and ultimately provide future connection (by others) to Lincoln Boulevard west of the Gladding McBean Plant. Gladding Parkway is proposed to ultimately provide an additional future east-west route through the City, which may alleviate some congestion in the downtown area and improve travel times by providing additional options for local and regional traffic traveling through the City. Gladding Parkway is also a designated Neighborhood Electric Vehicle Route NEV per the City of Lincoln NEV plan. Gladding Parkway will be constructed with the single family residential development of District Two. This roadway will extend from East Avenue to the west boundary of the Meadowlands. The developer of the single family residential portions will be responsible for construction of Gladding Parkway.

Vehicular access to District One is not provided.

The internal street system of the Meadowlands Neighborhood (District Two) is a modified grid comprised of a mixture of cul de sacs and local through-streets with connections to the surrounding circulation network, to tie existing neighborhoods to the site. The Circulation Diagram (refer to Figure 3-1), illustrates the approximate location of roadways. Several circulation improvements are proposed for existing streets including an extension of East 12th Street along the south side of Carlin C. Coppin Elementary School, which will provide additional access to the central section of District Two, the park, opens space areas, multiple family, and single family residential areas. A Street and C Street are extended from their current alignment to provide additional access to District Two from the south. Ashwood Way is extended from its current alignment into the proposed larger-lot subdivision located in the northeast corner of District Two. This roadway will be extended further south, as a public driveway, through the proposed Park and Open Space area, to tie into the 12th Street extension and the proposed C Street, providing continuous circulation, alternate emergency vehicle access, and vehicular/pedestrian connectivity through the entire Meadowlands, from north to south.

Streets within District Two will be provided within rights-of-way and will be dedicated to the City.

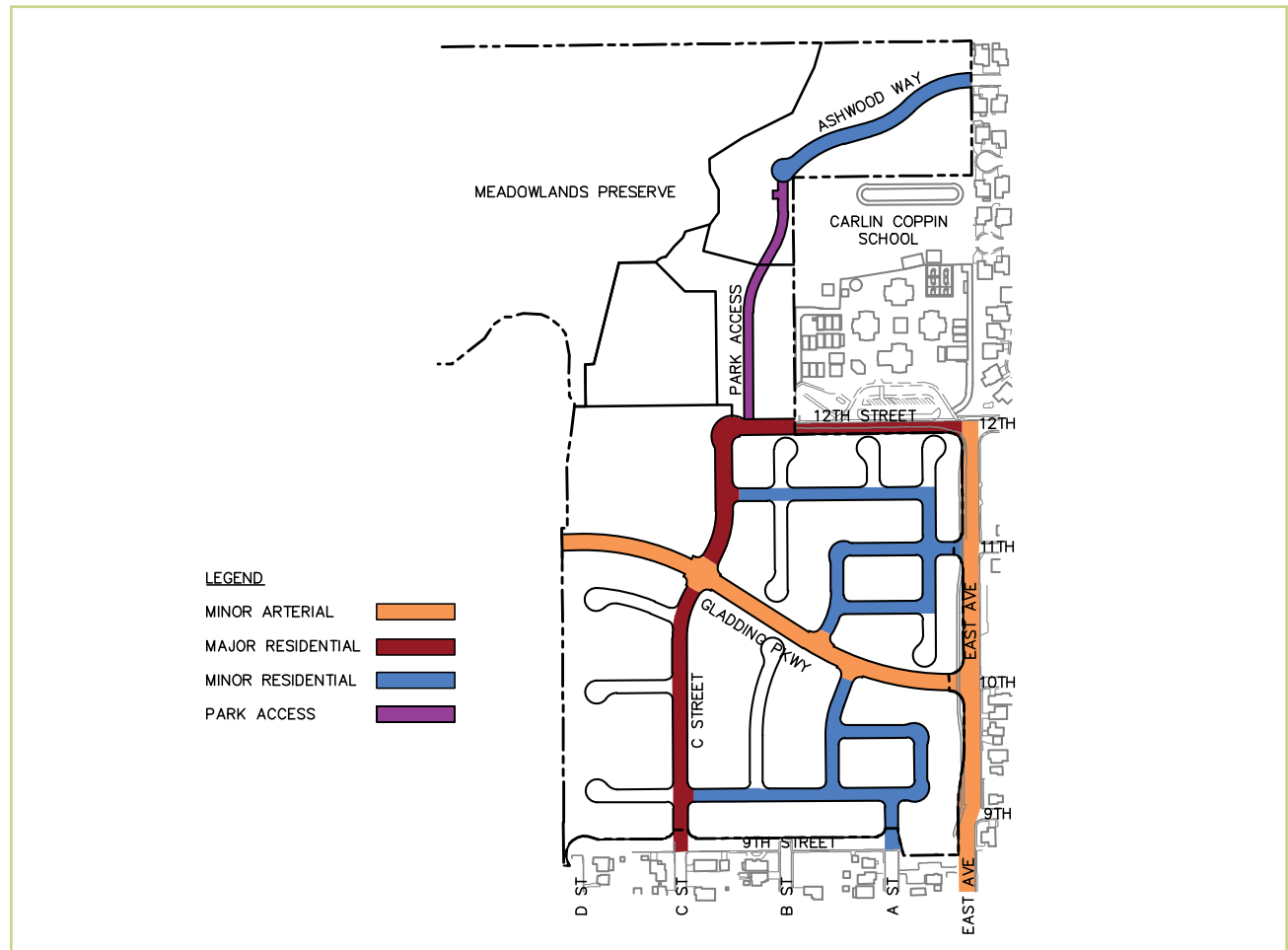


Figure 3-1 Circulation Diagram

### 3.1 Circulation Goals, Objectives, and Policies

#### Circulation Goal:

*Provide a safe and efficient circulation system that promotes connectivity and access for motorists and pedestrians with emphasis on creating an attractive, pedestrian oriented community.*

#### 3.1.1 Objective-1

Provide an open, interconnected street pattern through the site that provides both internal connections and connections to the surrounding neighborhoods.

##### Policies:

- a. Provide logical connections with existing and planned streets to weave Meadowlands into the existing circulation network.
- b. A phased improvement of streets shall be permitted provided acceptable levels of service and access are maintained.
- c. All improved public streets shall be located in public rights-of-way and dedicated to the City of Lincoln.
- d. All streets should be generally consistent with the Circulation Diagram (Figure 3-1).
- e. All public street improvements shall comply with the approved street sections contained herein and on the Tentative Map.

#### 3.1.2 Objective-2

Ensure that all streets and driveways are improved, landscaped, and maintained to meet the standards set forth by the City of Lincoln.

##### Policies:

- a. Along certain streets where a planter strip between the curb and sidewalk is constructed, trees shall be planted uniformly and at a consistent interval along all street frontages built by this project. It is recommended that trees be planted on an interval of approximately 30 feet on average and as feasible. Trees should provide a canopy character and a sense of repetition while defining the street edge and providing shade.
- b. Landscape areas should be maintained through a Lighting and Landscaping Assessment District, Benefit Assessment District, CFD, or other form of maintenance district to be determined by the City.
- c. All street landscaping, lighting and street improvements should be installed pursuant to the terms of the approved Tentative Map or other City review and approval process.



Uniformly spaced street trees.

#### 3.1.3 Objective-3

Provide a convenient and practical system of sidewalks and trails to enhance pedestrian orientation of the Meadowlands Neighborhood.

##### Policies:

- a. Provide pedestrians with safe, conveniently located sidewalks as part of the circulation system.
- b. All street landscaping, lighting, and street improvements shall be installed pursuant to the terms of the approved Tentative Map or other City review and approval processes.



Detached sidewalks increase pedestrian feeling of safety.

3.2 Street Sections

All public street improvements shall comply with the approved street sections contained herein and on the Tentative Map, and with the City of Lincoln Public Works Specifications and Improvement Standards. All street sections shall be improved as generally shown in Figures 3-2 to 3-6 .

3.2.1 Gladding Parkway

At this time, the current General Plan indicates a minor arterial crossing the project site (Land Use and Circulation Diagram, adopted March 25, 2008). The alignment for the future Gladding Parkway (Parkway) shown in this Amended GDP design is located generally along a similar path, and is consistent with the general intent of this provision of the General Plan. The proposed Meadowlands alignment shows the Parkway entering the site at East Avenue at the intersection with 10th Street. This alignment then traverses the site, curving northward to the western edge of the project boundary. A general plan amendment is being processed concurrently with this Amended General Development Plan, to ensure definitive compatibility with the City of Lincoln General Plan.

The design for future Gladding Parkway is shown below and on the Tentative Map. The portion of the Parkway from East Avenue to the west boundary of the Meadowlands, will be constructed by the developer at the time of development of the single family portion of Meadowlands. The remaining portion of Gladding Parkway extending west of the west boundary of the Meadowlands, will be constructed some time in the future by others, to be determined by the City of Lincoln, and is not included with or required by the Meadowlands project. The right-of-way for the Meadowlands portion of Gladding Parkway will be dedicated to the City at the time of Final Map recordation of the Meadowlands project.

The Meadowlands design reflects the City's vision for the Parkway. Through coordination with the City it is understood that the City desires the design of the future Gladding Parkway will include a 72-foot curb-to-curb public right-of-way cross section. Sidewalks and landscape areas will be provided within lettered lots along both sides of the 72' public right-of-way (ROW), to provide continuous pedestrian circulation from the southwest corner of the Meadowlands, through the Linear Park, along Gladding Parkway and extending through the balance of the project (see Figures 3-2 and 3-11). The project design incorporates a special combined Neighborhood Electric Vehicle (NEV)/Bike Lane in both directions, consistent with the City's NEV Plan. Gladding Parkway is anticipated to be the main entry into the Meadowlands. It is envisioned to be a tree-lined street with sidewalks, special street lighting, NEV lanes, and attractive entrance signs/landscaping, to enhance the cohesiveness, desirability, and sense of entry into this quality master-planned neighborhood.

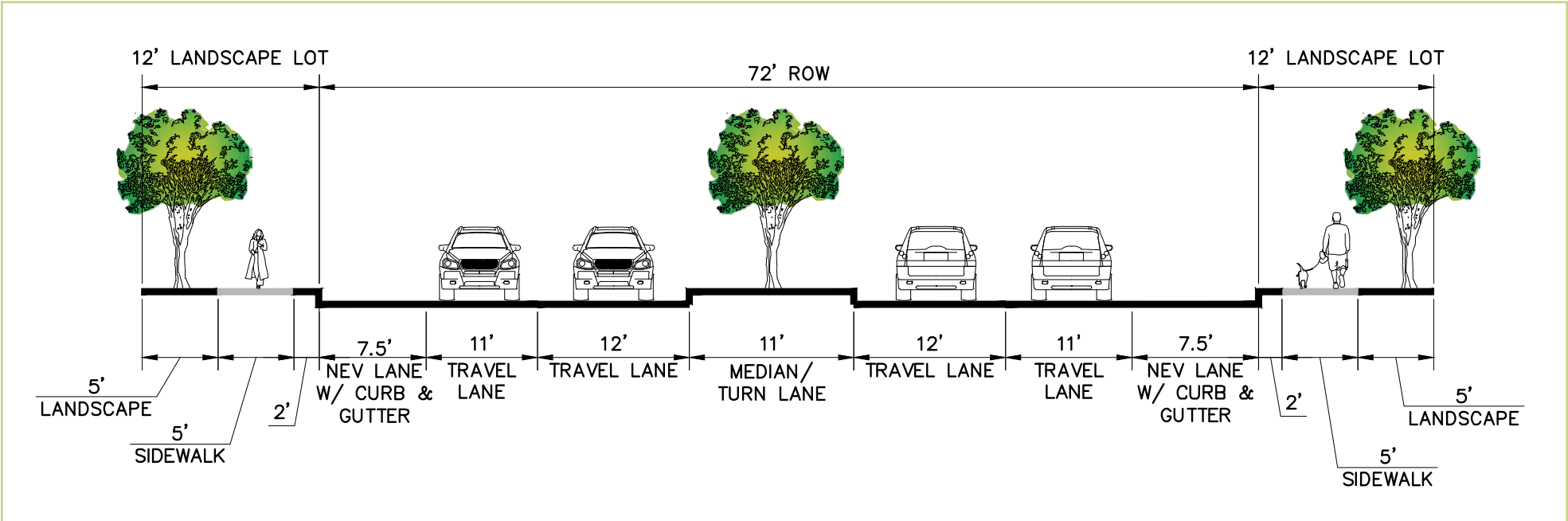


Figure 3-2 Preliminary Gladding Parkway

Descriptions of the street sections internal to the project are provided herein (See Figure 3-3). Additional street improvements will occur along existing East Avenue and 9th Street at the project perimeter; with a NEV Lane provided along the both sides of East Ave (See Fig. 3-4 and Fig. 3-5). The detailed design for these will be covered by the future engineering plans for the subdivision improvements.



3.3 Parking

Meadowlands supplies residents with on- and off-street parking options. All single family residential units include two car garages to meet the City's requirement for off-street parking. Where secondary units are included on single family residential lots an additional paved, uncovered parking area shall be included adjacent to the garage.

Street parking has been included along much of the street frontages, including curb side in front of single family detached lots. This provides additional guest and temporary parking within the District Two neighborhood, in addition to the two-car garage and driveway area provided with each single-family residential unit. These parking areas exceed the minimum required number of parking spaces based on the Lincoln Zoning Ordinance. Examples of street parking are shown in the various street cross-section diagrams provided herein and on the Meadowlands Tentative Map.

3.4 Emergency Vehicle Access

The Meadowlands project team worked closely with the City Fire Department to meet, and exceed, emergency vehicle access (EVA) throughout the project. The City requires multiple levels of access which the project provides primarily through connections to certain existing streets, an open street network, ample travel ways on all streets, and a designated EVA access easement.

Primary emergency vehicle access to residential units and structures is provided along the streets throughout the neighborhood. The open street network provides direct access from multiple directions to the fronts of all lots. All roads provide a minimum of 20-foot width for EVA, together with intersection and cul de sac radii that meet minimum City required widths. Primary EVA to the multi-family site is provided from the new Gladding Parkway, the new C Street, and the extended 12th street. Substantial EVA is provided throughout the Meadowlands Neighborhood by a series of through-streets, the Gladding Parkway and East Avenue improvements, the extended 12th Street, the extended Ashwood Way, the 9th Street improvements, the new C Street connection from 9th Street, and a special EVA easement at 9th Street and East Avenue, to provide EVA throughout the site. The EVA easement incorporate a drivable surface (e.g. turf block, pavement, etc.) and removable bollards or other mechanism approved by the Fire Department that allow EVA and pedestrian access, while inhibiting other vehicular access (refer to Figure 3-8).

The EVA Diagram depicts access routes throughout the project (refer to Figure 3-9).

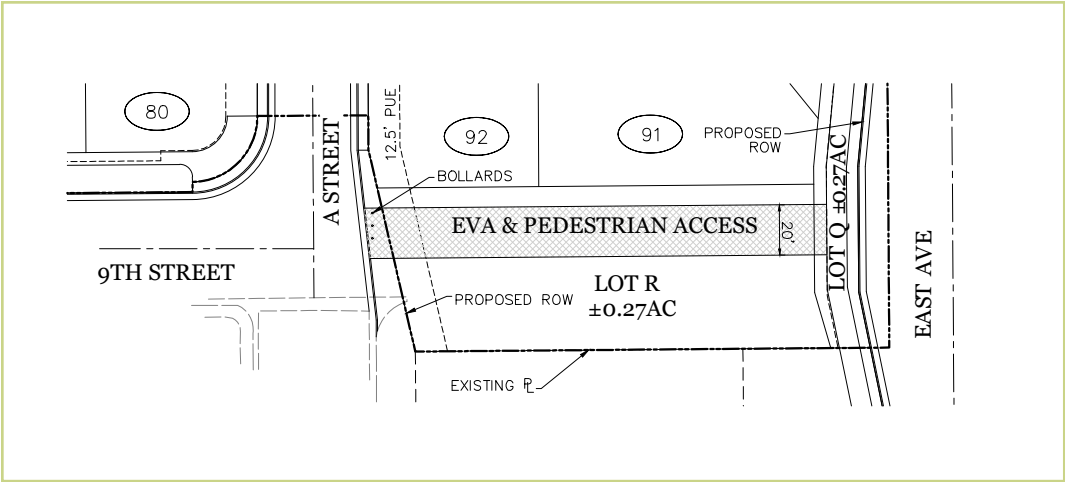


Figure 3-8 9th Street at East Street EVA Diagram.

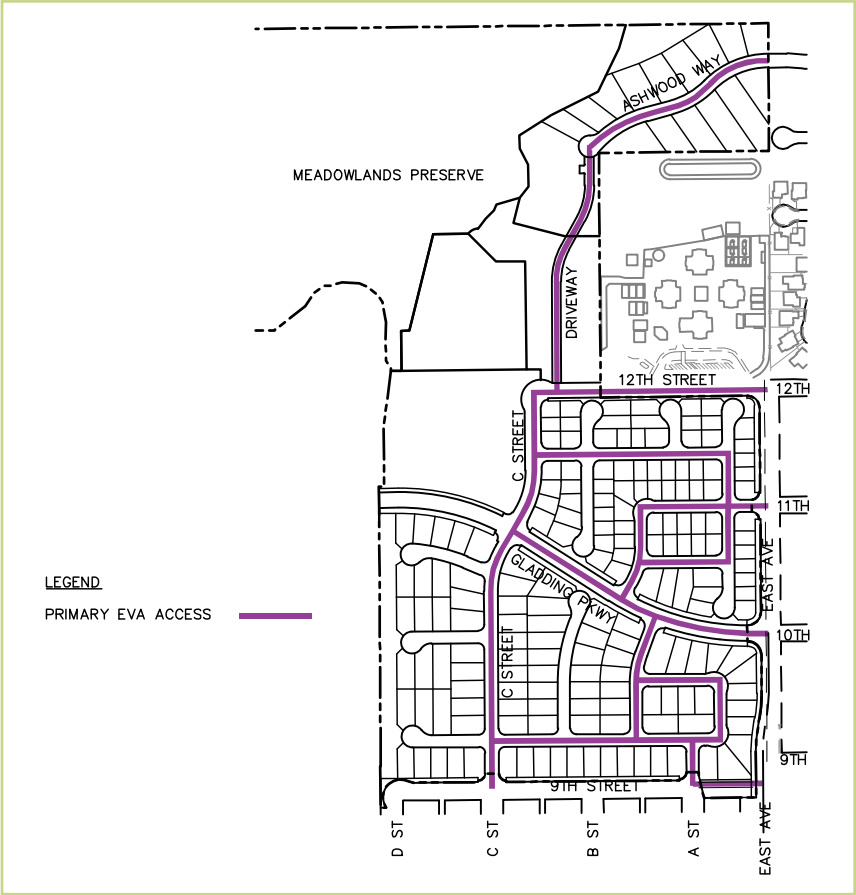


Figure 3-9 Emergency Vehicle Access Diagram EVA Easements

### 3.5 Pedestrian Circulation

The design for the Meadowlands puts a strong emphasis on creating a pedestrian-friendly neighborhood for the City of Lincoln. Pedestrian pathways and sidewalks are located throughout the site to provide a contiguous pedestrian network within the Meadowlands and connection to the existing network of walkways. Residences will be designed to allow direct pedestrian access to the sidewalks and trails throughout the community, and are located in close proximity to nearby amenities such as parks, open spaces and schools. These walkways and sidewalks provide residents with a direct, safe, and comfortable pedestrian connection from their front doors to the open space, parks, existing neighborhoods, and Carlin C. Coppin Elementary School, with downtown Lincoln a short stroll away.

#### 3.5.1 Pedestrian Connections along Roadways

By providing a connected network of sidewalks and trails, Meadowlands takes the goal of being pedestrian oriented and sets it into action. Sidewalks are provided along all roadways within the site as described in detail in section 3.1. All residences within the community will have either attached or detached sidewalks at the street to provide increased convenience and safety for pedestrians.

#### 3.5.2 Pedestrian Connections at Cul de sacs and EVA Easement

As a way of further connecting the pedestrian network provided along streets, pedestrian connections are provided at the 9th Street EVA location and at the end of cul de sacs. These connections provide added access to open space and parks, and aid in making pedestrian circulation more friendly, convenient, and purposeful throughout the entire neighborhood. Pedestrian connections are also provided between the adjacent single family residential neighborhoods and Gladding Parkway, enhancing foot-traffic between Gladding Parkway and the interior neighborhoods.

These cul de sac pedestrian access areas shall be landscaped and sufficiently lighted to create a pleasant and safe environment for pedestrians. Lighted bollards should be considered at these areas as a means of providing supplemental pedestrian lighting with lessened impacts on adjacent housing. Not only are these corridors an amenity for pedestrian circulation needs, but they may also provide suitable locations for utility alignment, if needed (See Figure 3-10).

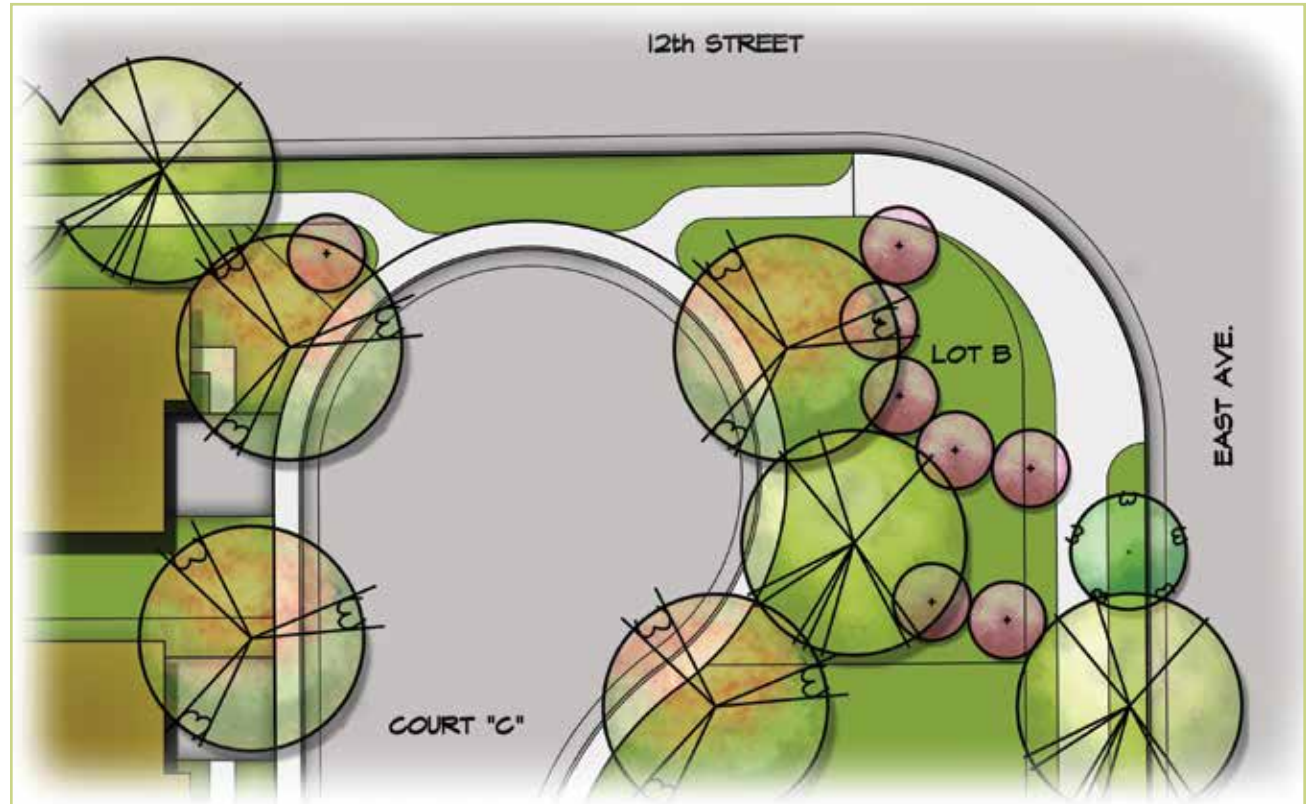


Figure 3-10 Cul de Sac Pedestrian Access

**3.5.3 Pedestrian Connections along  
Open Space-Storm Detention**

A portion of the roadway layout in Meadowlands through the contiguous Open Space-Storm Detention and Park Areas, preserves as much as practicable an open view and visual access to this attractive amenity. Moreover, the meandering trail along this road provides pedestrian access along nearly the entire length of this important frontage. This pathway is located generally along the detention basin, providing residents access to this open space amenity within the site, and extends further north through the Open Space Recreation and Park designated areas (Refer to Figure 3-11). Such continuous pedestrian linkage also provides visual access to the Meadowlands Open Space Preserve. As these new trails and sidewalks connect to the existing walkway fabric of Lincoln, Meadowlands opens up this substantial combination of park, open space, and natural preserve to the greater community at large. Refer to Figure 3-11 for the layout of this trail system in Meadowlands.

Environmentally sensitive areas of the Meadowlands Open Space Preserve run directly up to the edge of portions of the Meadowlands combined Open Space Recreation, Park, and detention basin areas within the District Two neighborhood. The Meadowlands Open Space Preserve is an attractive, environmental resource, affording opportunity for observing nature from nearby access points. Meadowlands endeavors to provide pedestrian access near, but not into, this open space preserve, and recognizes the sensitivity of this environmental area. To protect and enhance this valuable open space amenity, the meandering trail is designed to provide open viewing of the Meadowlands Open Space Preserve for a short distance in the northeast portion of the site, refer to Figure 3-11. This short distance, may include additional aesthetic improvements, such as benches, signage, and open space fencing, which help to distinguish and further enhance this stretch of trail.

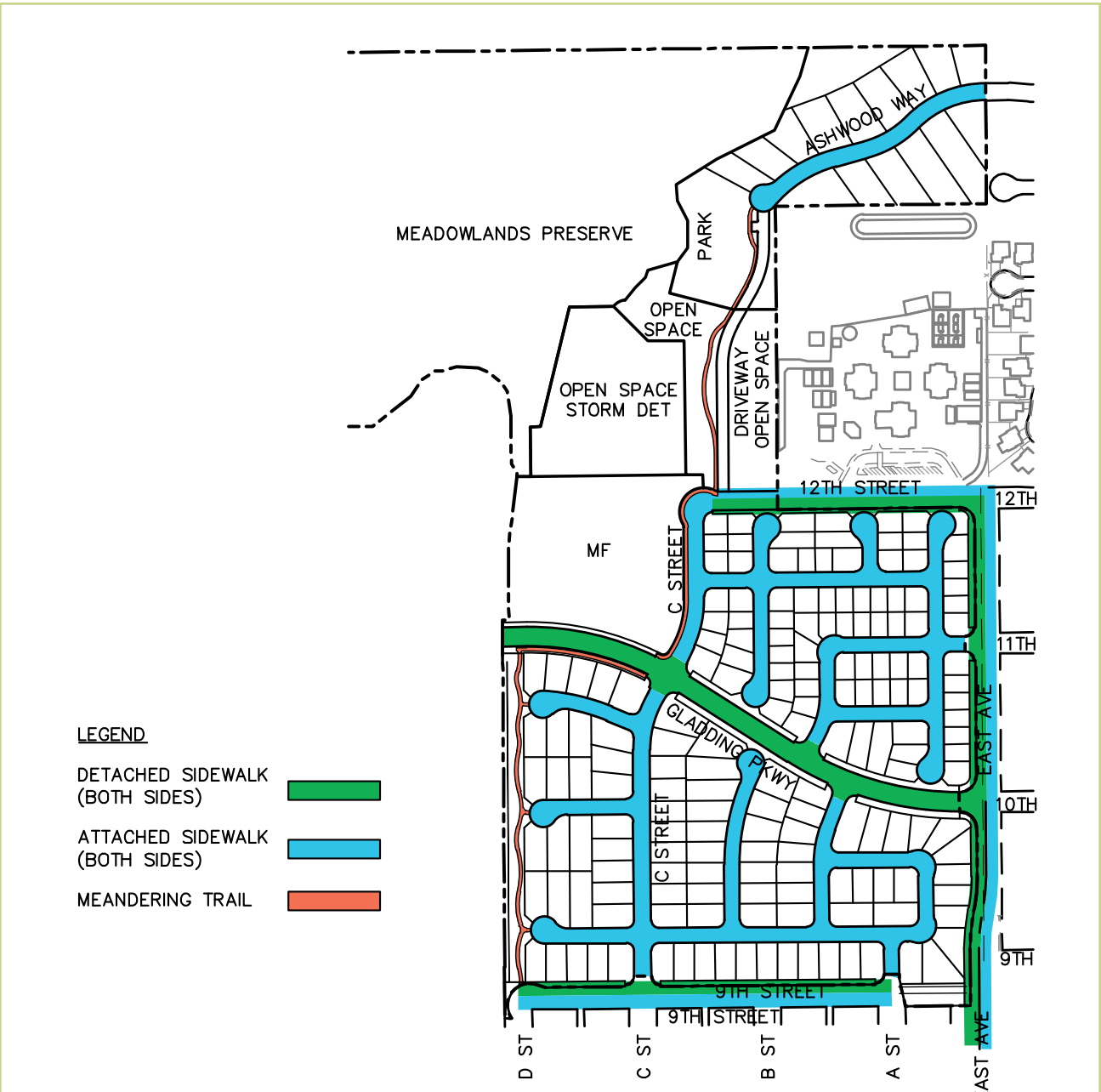


Figure 3-11 Pedestrian Circulation Diagram



## 04 OPEN SPACE AND PARKS



 *Meadowlands*



## 4.0 OPEN SPACE, PARKS, & RECREATION

Meadowlands provides park and open spaces that offer distinct types of open and green space. The Open Space Conservation zone (OS-C) is used to create a large open space preserve in District One. The Open Space Recreation zone (OS-R) is envisioned for neighborhood use and may be used for passive recreation areas or other appropriate uses. The Open Space Storm Detention zone (OS-SD) provides for a stormwater detention facility and open space. The Park Zone (P) provides for a neighborhood park in the proposed residential area. Refer to Figure 4-1 for location of these zones within the project. Also, an approximate 1.4 acre Linear Park (LP) is provided along the west boundary of District Two, between 9th Street and the future Gladding Parkway alignment. This will provide a continuous landscaped earth berm, visual screening wall, and trail, to serve as both a buffer from the adjacent industrial use, and as a pedestrian connection from the existing community to the south to the park and open space uses within the Meadowlands.

The OS-C zone as described in section 2.4.2 does not allow any development in the zone. OS-C is the more restrictive of the open space zoning districts and does not allow development, to be constructed within it. This zoning allows for the sensitive environmental resources contained within District One to be preserved and maintained as a permanent open space preserve. The Meadowlands GDP project does not propose improvements of any kind within this District One area.

The Open Space Recreation zone (OS-R) is used within District Two and allows for a limited amount of passive open space development. This open space enhances the neighborhood by providing valuable green space buffers between developed and conservation lands. Amenities provided in the OS-R zone include trails, seating areas, some possible recreational use, and a transitional open space area between District One and District Two.

Per the City's General Plan, 5 acres of parkland are required per every 1,000 residents. The projected population range for the project is 228 to 872, based on an average household population of 2.35 residents consistent with the 2009 California Department of Finance figures. This population range requires between approximately 1.1 and 4.4 acres of parkland be provided by the Meadowlands through dedication of land or payment of fees. The combination of the OS-C Zone, the OS-R Zone, the LP Zone, the OS-SD Zone, and the P Zone provide substantial park and open space areas for both Meadowlands and the City, well in excess of the parkland dedication requirements for the Meadowlands project. Therefore, no in-lieu fees will be required.

### 4.1 Open Space Goals, Objectives, and Policies

#### Open Space Goal:

*Preserve environmental resources and provide an interconnected network of passive green spaces for the community.*

#### 4.1.1 Objective-1

Preserve and protect District One - Meadowlands Open Space Preserve as an environmental resource.

#### Policies:

- a. Create Meadowlands Open Space Preserve as a parcel to protect as a open space preserve.
- b. No development will occur within the Meadowlands Open Space Preserve.
- c. The Preserve will be maintained and protected as a permanent open space preserve.

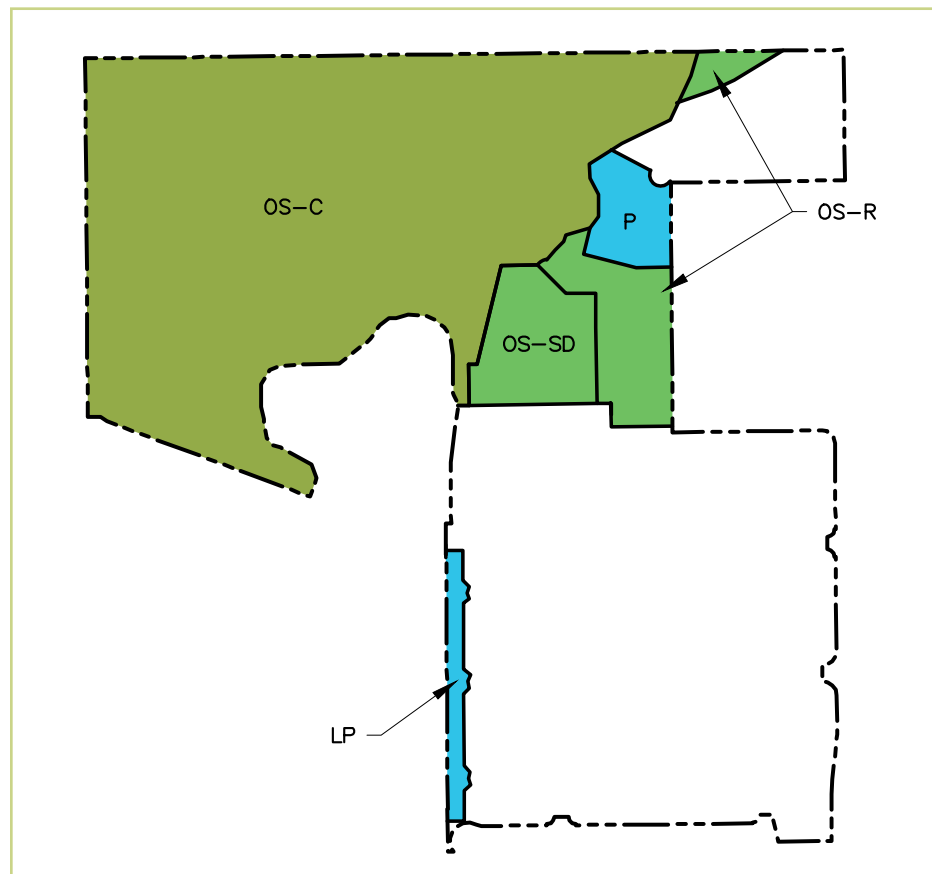


Figure 4-1 Open Space and Parks Diagram

### 4.1.2 Objective-2

Provide open green spaces to residents of the Meadowlands neighborhood.

#### Policies:

- a. Include open space areas along the westerly portion of the Meadowlands Neighborhood.
- b. Passive green spaces shall be provided within the site to provide residents with recreational opportunities.
- c. Provide passive green spaces, such as an informal park and seating areas.
- d. Limited active uses such as play grounds and picnic areas may be included.



Seating area overlooking open space

### 4.1.3 Objective-3

Establish a pedestrian network connection within the Meadowlands neighborhood.

#### Policies:

- a. Provide a network of sidewalks and trails.
- b. Meet trail requirements per the City's General Plan.



Attached sidewalk

## 4.2 Open Space - Park and Recreation

District Two of the Meadowlands provides open green space park for neighborhood use, located along the west portion of the neighborhood adjacent to the corner of Carlin C. Coppin Elementary School. This site is intended to serve an informed recreational area or other similar uses for residents. This park consists of a total of approximately 2.20 acres, and may include open turf areas, landscaping, trail, seating, and play structures. This park is located so as to combine with the adjacent OS-R open space district (approximately 4.77 acres) and storm detention area (approximately 4 acres). A 1.4 acre Linear Park and trail is also provided south of the Gladding Parkway alignment, along the west boundary of the project. These areas will provide one large substantial mostly contiguous combined park, open green space, and passive recreation amenity (approximately 11 total acres) along the entire western portion of the District Two Neighborhood.

### 4.3 Open Space

The Meadowlands includes several locations for open space. The primary open space is the 47-acre Meadowlands Open Space Preserve (District One). Additional areas of park and open space, totaling approximately 11 acres, are provided along the entire westerly portion of the Meadowlands neighborhood (District Two). See Fig. 4.1 Open Space and Park Diagram.

The Meadowlands Open Space Preserve (District One) is zoned OS-C. This is the more restrictive of the open space designations and does not allow any improvements in order to preserve sensitive environmental features that are contained within this area.

The OS-R zones are spaces that are intended to remain primarily open with limited improvements. This area is located adjacent to the Meadowlands open space preserve, providing an important and appropriate transitional zone buffer between the more intense development of the District Two neighborhood and the open nature of the District One Meadowlands Open Space Preserve. Additionally, these open space areas provide the community visual access to the Meadowlands Open Space Preserve, and as such, limited improvement is appropriate within them. A trail and seating areas are an appropriate improvement in this area and are encouraged as a means of providing a community amenity in a low impact manner. Refer to Table 2-5 for a complete list of permitted uses within the OS-R zone.



Example of a preserved wetland environment



Example of a passive park

4.4 Open Space - Storm Detention Basin

A storm detention basin is proposed within the Meadowlands Neighborhood along the west portion of District Two and adjacent to the Park. This detention basin serves multiple purposes by providing storm water drainage capacity on-site. The basin is also used to meet water quality requirements and provide additional drainage capacity for the surrounding existing neighborhoods. Exact specifications of the drainage basin including size, capacity, and slopes shall be determined and detailed in the subdivision improvement plans for the neighborhood. The majority of the basin will be wet only during the less frequent higher intensity storms. Therefore, the basin area also serves as an informal open field amenity. This location and design adjacent to the OS-R area provides a larger contiguous amount of open space amenity, enhancing the overall park/open space experience and connectivity within the Meadowlands neighborhood and surrounding community. Upon completion, the detention basin will be deeded to the City. Maintenance of the detention basin shall be funded through a benefit assessment district or lighting and landscape district. The zoning for the detention basin is Open Space - Storm Detention (OS-SD). Refer to Table 2-5 for a complete list of permitted uses within the P-SD zone.

4.5 Linear Park

A 1.4 acre linear park and trail is provided along the west boundary of Meadowlands, extending from 9th Street to the proposed Gladding Parkway alignment. This area will consist of a landscaped berm, sound wall (already completed), and trail, providing added pedestrian connectivity to the sidewalks to be constructed along Gladding Parkway and through the Meadowlands, and added buffer element between the Meadowlands District Two residential area and the existing industrial use to the west. (See Fig. 4-3 for illustrative plan.)

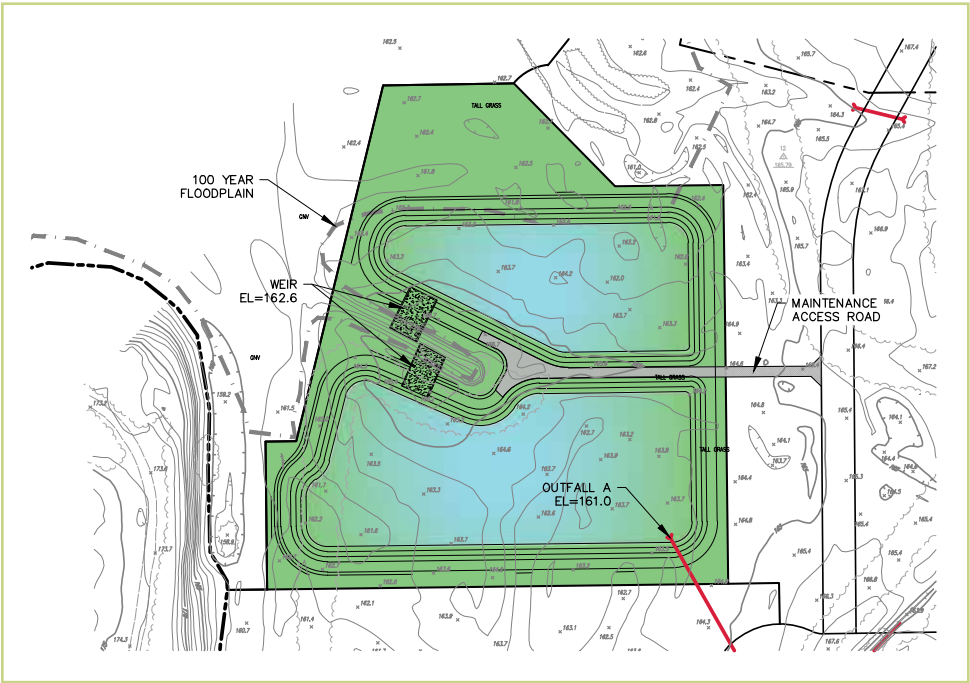


Figure 4-2 Storm Detention Basin

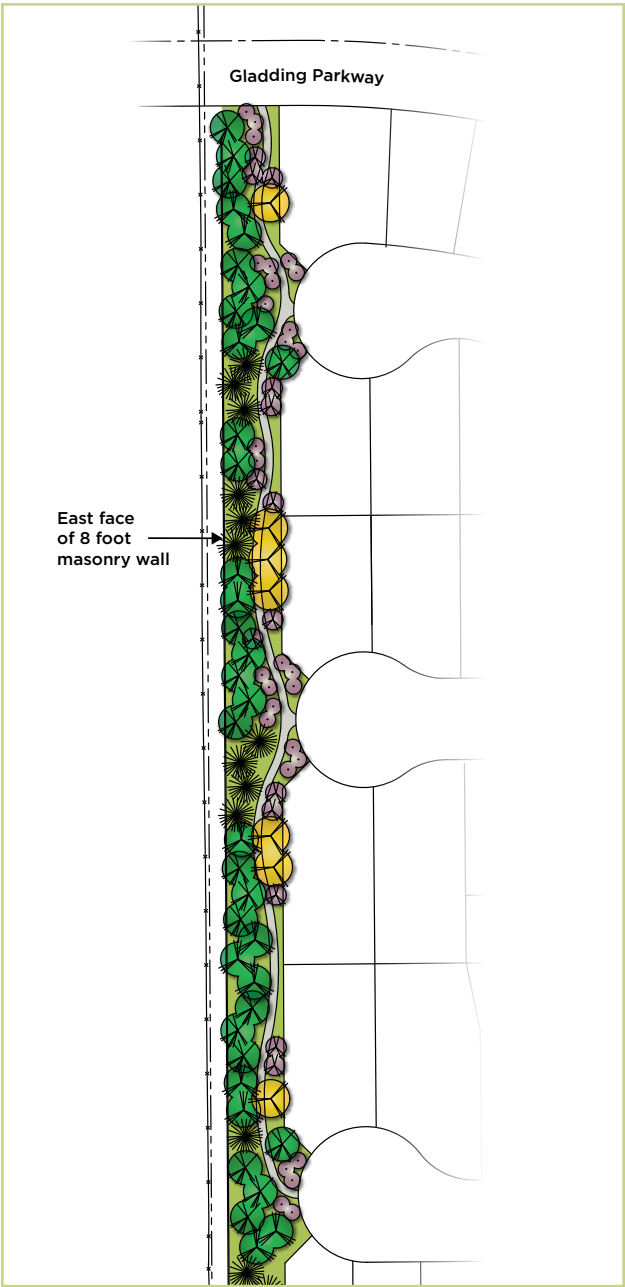


Figure 4-3 Linear Park Illustrative Plan



# 05

## DESIGN GUIDELINES



 *Meadowlands*

5.0 DESIGN GUIDELINES

Guidelines are established in this chapter to ensure consistency in the quality and character of Meadowlands. To accomplish this, architectural forms and materials, fencing, signage, lighting, and other such materials are used in a way that complement each other in order to create a strong sense of character and place. The Design Guidelines are organized by District and by the various design elements that help enhance the pedestrian oriented atmosphere. Responsibility for interpretation of these guidelines lies with the City of Lincoln to ensure that future development plans and any projects within the site comply with these guidelines. To ensure successful implementation, the guidelines shall be used in conjunction with the Development Standards specified in Chapter 2. Flexibility in interpretation of guidelines is permissible as long as the basic intent of the guidelines is met. The Community Development Director shall have final authority on interpretation.

The major focus of the design guidelines for the Meadowlands Open Space Preserve (District One) is to preserve environmentally sensitive resources in a way that creates an attractive community-enhancing amenity.

The major focus of the design guidelines for the Meadowlands Neighborhood (District Two) is to: promote pedestrian orientation; create an attractive, pedestrian friendly community; and, provide various housing types and styles. Special attention is paid to creating the character of the neighborhood, from the use of an open street network and tree lined streets. The design for this residential district incorporates many elements of quality master-planned neighborhood design, such as pedestrian connectivity, mixed densities, substantial multi-faceted park and open space amenities, neighborhood entrance signage, landscaping, and special lighting. An Illustrative Site Plan showing the proposed design for District Two is provided at the end of this Section, refer to Figure 5-4. The Planning Commission shall make a finding of consistency with Chapter 5 of this General Development Plan.

5.1 District One – Meadowlands Open Space Preserve Goals, Objectives, and Policies

District One – Meadowlands Open Space Preserve Goal:

Preserve the valuable, natural resources within the Meadowlands Open Space Preserve.

5.1.1 Objective-1

Create an open space preserve area for the Meadowlands Open Space Preserve.

Policies

- a. Provide a natural open space area with no development to preserve the unique character of the Meadowlands Open Space Preserve.

5.2 District Two - Meadowlands Neighborhood Design Guidelines Goals, Objectives, and Policies

District Two - Meadowlands Neighborhood Goal:

Create a cohesive neighborhood with a strong sense of place that employs quality master-planned neighborhood design principles and pedestrian orientation and is complimentary to the City's historic downtown residential area.

5.2.1 Objective-1

Incorporate principles of quality master-planned neighborhood design into the Meadowlands Neighborhood.

Policies

- a. Provide a mixture of housing densities and designs.
- b. Orient residential units to the street to enhance the relationship of residential units and the streetscape.
- c. Provide porches and balconies, where practicable. They are especially encouraged adjacent to parks and open space

### 5.2.2 Objective-2

Create streets and residential units that enhance the pedestrian oriented nature of the Meadowlands.

#### Policies

- a. Provide a cohesive network of trails and sidewalks to promote and encourage walkability.
- b. Provide visual interest for pedestrians by including landscape elements along trails and sidewalks, where practicable.
- c. Orient standard single family detached residential units to the street.
- d. When feasible, off-set attached garages from primary house façade. Locate detached garages within rear 1/3 of lot where feasible along Ashwood Way.

### 5.2.3 Objective-3

Establish a cohesive community design theme for the Meadowlands Neighborhood.

#### Policies

- a. Architectural styles that are appropriate within the Meadowlands Neighborhood should be utilized.
- b. Enhance the design theme of the Meadowlands through the use of walls, signage, and thematic lighting styles.
- c. Developers should strive to provide a mix of floor plans and architectural elevations along all streets for the single family detached units.

## 5.3 Residential Design Guidelines

The Single Family Residential Zoning (LDR, MDR) and the Multi-Family Residential Zoning (HDR) are intended to promote a quality mixed-density planned neighborhood character. Pedestrian orientation and a strong relationship to the street are characteristic of both single and multi-family residential units. Future Multi-family units will be attached multi-story housing units and designed to standards of the city for HDR housing, and subject to Specific Development Plan and Design Review approvals.

The Meadowlands contains both single family residential and multi-family residential housing types. Conceptual architectural style for Meadowlands are not included in this amended GDP. Final design and approval of all architectural styles and elevations for LDR, MDR, and HDR shall be reviewed and approved by the City within the required future Design Review Process. The Planning Commission shall make a finding of consistency with Chapter 5 of this General Development Plan with Design Review approval.

Because several single family product types are proposed within the Meadowlands, product types may be mixed within blocks or sub-neighborhoods on various lot sizes. By allowing a variety of product types within blocks or sub-neighborhoods, a varied appearance and integrated street presence is created. To further create variety in housing products, no more than two of the same floor plan may be located next to each other within single family residential blocks unless they have different front elevation design. While alternative elevations or balconies are encouraged anywhere, they are especially encouraged adjacent to parks and open space. Developers should strive to provide a mix of floor plans and architectural elevations along all streets for the single family units.

Two car garages are included for all single family residential housing product types.

### 5.3.1 Residential Site Planning

- a. Open street patterns that provide alternative access and circulation will be utilized, together with cul de sac streets with Pedestrian links, and a special EVA easement along 9th Street, between East Avenue and A Street.
- b. Porches are encouraged to create a connection to the street where practicable.
- c. Street trees shall be planted where planting strips are proposed at a uniform spacing of 30 ft. O.C., to define street edge.
- d. The design and character of all fencing and walls shall be complementary to the project architectural design, and shall provide adequate privacy and security.
- e. All front yards, setbacks, and common areas shall be landscaped.
- f. Secondary units are permitted above detached garages on single family residential units on certain large lots along Ashwood Way.

### 5.3.2 Residential Building Massing and Orientation

- a. A variety of building forms shall be provided throughout the neighborhood. This is accomplished through varying building heights, massing, setbacks, and architectural elevations and details.
- b. The size, scale, position, color, placement and detailing of architectural features such as porches, doors and windows, fencing, etc. shall be carefully considered to complement the massing and overall scale of the building.
- c. Residential units will be oriented to the street and include outdoor seating spaces such as porches, balconies, or courtyards, where practicable.
- d. Exterior wall materials, trim, and architectural details shall be provided on all elevations. Front, side, and rear building elevations exposed to public right-of-way will be architecturally enhanced.
- e. All utility and mechanical equipment including roof mounted air conditioners, coolers or antennas shall be screened from public view.
- f. Multiple story structures will include varied roof lines, wall articulation, and architectural detail.

## 5.4 Landscaping Design

Landscaping strengthens the architectural design and enhances the pedestrian oriented character of Meadowlands. All public areas shall be landscaped per City Ordinances and requirements, and comply with State requirements for low water use. California-native and adapted plant species are encouraged for use, and shall be incorporated into the landscape design to the extent feasible and locally available.

Street trees provide a uniform appearance and streetscape presence along roadways of the site. These trees provide shade to houses and cars thereby limiting energy needs and reducing the creation of heat islands. Generally, street trees are envisioned to be deciduous trees to provide shade in the summer, and sunlight and heat in the colder months, further helping reduce energy needs of the project. Street trees have been selected to reinforce major roadways and provide a unique character for each of the smaller neighborhood streets that have a planter strip in the right of way. Street trees along the roadways are shown in the Illustrative Site Plan (refer to Figure 5-5).

### 5.4.1 District Two Landscape Guidelines

- Ensure appropriate landscaping is provided within neighborhoods to reinforce the pedestrian oriented character of the project.
- Trees will be planted to minimize heat island effect and to improve energy efficiency of buildings. At least one shade tree will be planted in the front yard of each single-family residential unit.
- Landscape locations as well as planting types shall be further detailed in the subdivision improvement plans for the neighborhoods, or at the Design Review Process.



Trees provide shade and increase cooling efficiency.

**Table 5-1 Preliminary Tree List**

Tree Type/ Use	Selected Variety	Common Name	Max. Recommended Street Spacing	Min. Distance To Structures
<b>Accent Trees</b>	Cercis occidentalis	Western Redbud	N/A	10'
	Lagerstroemia Indica	Crape Myrtle	N/A	10'
	Prunus cerasifera 'Krauter Vesuvius'	Flowering Plum	N/A	10'
<b>Evergreen/ Coniferous Trees</b>	Cedrus deodara	Deodar Cedar	N/A	15'
<b>Open Space Tree</b>	Aesculus californica	California Buckeye	N/A	20'
	Cercis occidentalis	Western Redbud	N/A	20'
	Quercus douglasii	Redbud Blue Oak	N/A	30'
	Quercus lobata	Valley Oak	N/A	20'
<b>Park Trees</b>	Acer rubrum	Red Maple	N/A	15'
	Cercis canadensis	Eastern Redbud	N/A	10'
	Platanus acerifolia 'Columbia'	London Plane Tree	N/A	15'
	All Secondary Street Trees			
<b>Primary Street Tree</b>	Platanus acerifolia 'Columbia'	London Plane Tree	30' O.C.	15'
	Zelkova serrata 'Village Green'	Sawleaf Zelkova	30' O.C.	15'
	Acer rubrum	Red Maple	30' O.C.	15'
	Ginkgo biloba 'Fairmount'	Maidenhair Tree	30' O.C.	15'
<b>Secondary Street Tree</b>	Cercis canadensis	Eastern Redbud	20' O.C.	10'
	Pistacia chinensis 'Keith Davey'	Chinese Pistache	25' O.C.	15'
	Prunus cerasifera 'Krauter Vesuvius'	Flowering Plum	15' O.C.	10'
	Quercus suber	Cork Oak	30' O.C.	15'
	Ulmus parvifolia 'True Green'	Chinese Evergreen	30' O.C.	15'
	Zelkova serrata 'Village Green'	Elm Sawleaf Zelkova	30' O.C.	15'



## 5.5 Lighting

Lighting within the Meadowlands is designed to provide a feeling of safety and promote security. All lighting within the Meadowlands shall be designed to meet minimum safety requirements. Lighting styles shall be complementary to the overall project character and design. The lighting design for Meadowlands will be submitted with the subdivision improvements plans. This future design needs to incorporate the light cast from existing street lights and lighting proposed with the Gladding Parkway project, in order to provide a consistent lighting photometric footprint for the project. The design will also limit the light trespass into the Meadowlands open space preserve.

Thematic street lighting is required throughout Meadowlands, subject to City review and approval. Concrete post-mounted street lights shall be decorative and in a style coordinated with downtown Lincoln and Twelve Bridges. Street lighting will be LED style. Lighted bollards may be used to provide supplemental pedestrian lighting, as necessary. If used, design for the bollards should be coordinated with the decorative street light posts. Figure 5-1 depicts a sample of the appropriate lighting styles proposed for the site, subject to final review and approval by the City. Alternative lighting designs are permissible as long as they are aesthetically equivalent to the styles shown for the project and are approved by the City.

Decorative luminaires will be acorn type and be made of material to resist yellowing and be vandal resistant. Provide a decorative band, cage/bands, and finial on the luminaire. The ballast housing should be decorative to coordinate with post design.

Lighting should, to the extent feasible, minimize light pollution. In order to accomplish this, features such as manufacturer-installed house-side lighting shields shall be provided if necessary, when decorative lighting is adjacent to housing, and where a substantial light intrusion is determined.

### 5.5.1 Lighting Guidelines

- a. Lighting is designed and should be limited to provide minimum levels for security or safety purposes.
- b. Lighting fixtures shall be selected to limit light onto open space or adjoining properties.
- c. Ensure all lighting fixture styles are complementary to downtown Lincoln and contribute to the overall project identity.
- d. Lighting system performance shall meet City of Lincoln Public Works Standards.
- e. Street lighting shall be spaced based upon minimum safety requirements.
- f. The City shall approve the selection of lighting types and fixtures as part of the subdivision improvement plans, or other future design approval process.



5.6 Fencing and Walls

Fences and walls provide a setting for entry, separation from residences for individual privacy, safety, and security, and help provide a barrier to control access to open space. All walls and fencing within the project are regulated to maintain an overall design character and theme. Details of fences and wall designs will be provided with subdivision improvement plans, or other future design review approval processes, and subject to the regulations of the LMC.

Fences

Subject to the Lincoln Municipal Code (LMC).

Walls

Walls in the Meadowlands are primarily designed as Proto II Sound Walls. The primary locations for these walls are along the project perimeter along East Avenue and along Gladding Parkway. These walls are designed to integrate the Meadowlands signs into the overall wall concept at key locations at the intersections of East Avenue at Gladding Parkway and at 9th Street to create a compatible neighborhood character and substantial sense of entry and quality to the community (See Figure 5-3 for further detail). Further details of these walls, and any retaining walls (if necessary) will be provided with the subdivision improvement plans.

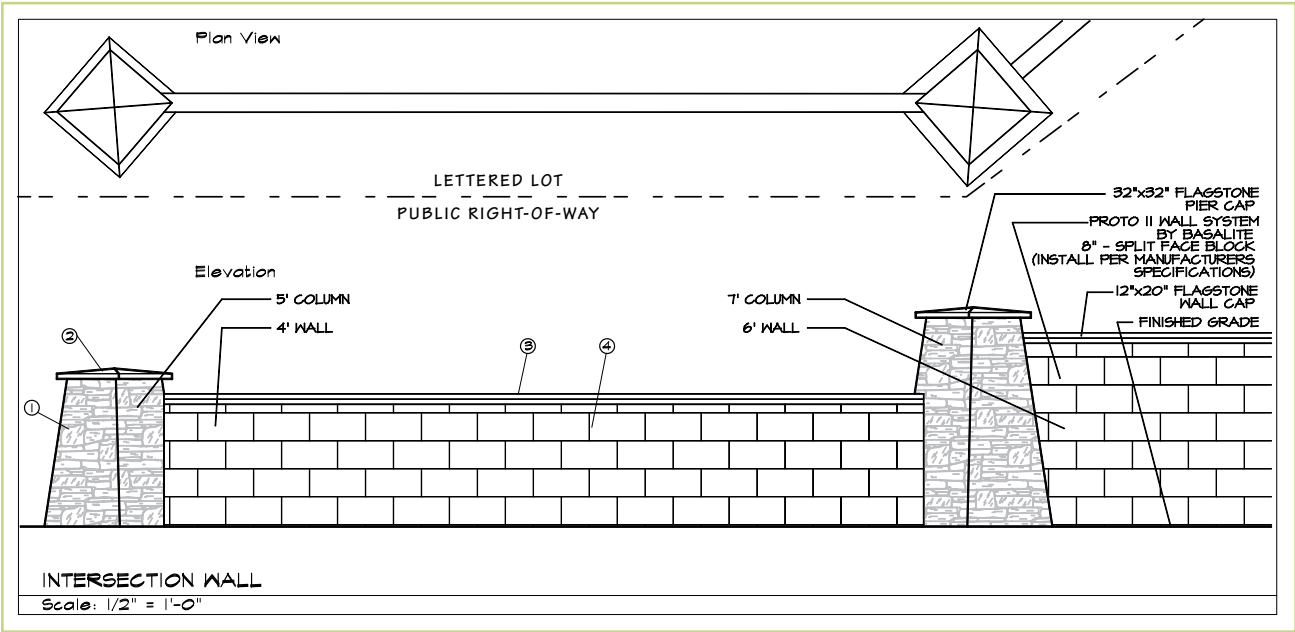


Figure 5-1 Intersection Wall

5.6.1 District One Fencing Guidelines

- a. All fencing shall be subject to Lincoln Municipal Code (LMC)

5.6.2 District Two Fencing Guidelines

- b. All fencing shall be subject to Lincoln Municipal Code (LMC)

5.6.3 Wall Guidelines

- a. Walls should incorporate materials and colors that reflect the neighborhood character of the Meadowlands.
- b. Walls should be constructed of high quality, long lasting, low maintenance, and vandal resistant materials. Proto II Sound Walls are permitted.

5.6.4 Retaining Wall Guidelines

- a. Retaining wall designs, if needed, will be provided with subdivision improvement plans, or at design review process.

## 5.7 Wall Signs

Wall signs enhance the sense-of-entry and placemaking within the Meadowlands. These walls shall reflect the unique character of the site, provide continuity of the design theme, and may be used to demarcate significant points of entry or other appropriate locations in the Meadowlands neighborhood. These signs will be incorporated into the sound walls at key project entry locations along East Avenue at Gladding Parkway and at 9th Street.

### 5.7.1 Wall Sign Guidelines

- a. Signs should be of appropriate scale and size for the neighborhood and not dominate the street scene.
- b. Signs should be designed to complement the pedestrian oriented nature of the site.
- c. Wall/entrance signs will be located in lettered lots, and maintained by a lighting and landscaping district, benefit assessment district, CFD, or other form of maintenance.

## 5.8 Utilities

Public utility service shall be routed through the streets where practicable, and subject to the requirements of the applicable utility service providers. Public utility easements are provided adjacent to street front yard property lines to allow adequate space for joint trenching, light poles, meter boxes, transformers, vaults and other appurtenances. Special utility easements may be utilized where practicable. Detailed utility plans will be provided with the subdivision improvement plans.

### 5.8.1 District One Utilities Guidelines

- a. Provide only those utilities required for safety or security or as required by the City and regulatory agencies.

### 5.8.2 District Two Utilities Guidelines

- a. Route all utilities lines in streets and Public Utility Easements (PUE).
- b. Locate utility appurtenances in planter areas to the extent feasible.
- c. Design utility routing and location to maximize available areas for tree planting.
- d. Utilities will be designed and located at the time of subdivision improvement plans (single family residential) or specific development plan (multi-family site) approvals, subject to the requirements of the various utility service providers.



Figure 5-2 Illustrative Site Plan



## 06 IMPLEMENTATION



 *Meadowlands*

## 6.0 IMPLEMENTATION

### 6.1 Phasing

The specific phasing sequence of Meadowlands will be influenced by market factors and the entitlement process for the zoning districts within the project. Infrastructure improvements such as sewer, water, and storm drainage shall connect to the appropriate City systems. Specific phasing and infrastructure improvements shall be determined with the Tentative Subdivision Map.

### 6.2 Approval Process

#### 6.2.1 Specific Development Plan/ Tentative Subdivision Map

For the single family residential portions of Meadowlands District Two Neighborhood, a Tentative Subdivision Map shall be considered as the Specific Development Plan. For the Multi-Family Residential portion of the Meadowlands District Two Neighborhood, a Specific Development Plan shall be required. The Final Subdivision Map or Specific Development Plan shall be compatible with this General Development Plan and City Zoning Standards. Prior to securing building permits a Tentative and Final Subdivision Map (Single Family Residential) or Specific Development Plan (Multi-Family Residential) approval must be granted, and the public improvements must be substantially complete.

#### 6.2.2 Development Permits

##### District One

The Meadowlands project does not propose development within District One.

### 6.3 Design Review Process

Subsequent to Tentative Map approval (for the Single Family Residential portions of Meadowlands), or concurrently with or subsequent to the Specific Development Plan approval (for the Multi-Family portion of the Meadowlands), the final architectural elevations and details shall be submitted for approval by the Design Review Committee and the Planning Commission, prior to issuance of building permits. The Planning Commission shall make a finding of consistency with this General Development Plan.

### 6.4 Entitlements

Additional Entitlements include:

- **Specific Development Plan (Multi-Family)** – This plan shall be prepared and will include more detailed information regarding the site (Refer to Section 6.2, Specific Development Plan/Tentative Subdivision Map).
- **Development Permits** – Development Permits are required for all developments within the project and may be processed with the Tentative Subdivision Map or Specific Development Plan.
- **Tentative Subdivision Map** – A tentative map shall serve as the Specific Development Plan for the LDR and MDR zones.

### 6.5 Post-Entitlement Approvals

Post-Entitlement Approvals include:

- **Final Map** – A final map will be issued upon completing the conditions of approval together with building the infrastructure improvements or bonding for said improvements as provided by the Subdivision Map Act.
- **Building Permit** – Building Permits shall be issued for construction of residential units after recordation of final maps (for Single Family Residential portions), or after Specific Development Plan (Multi-Family Residential) and Design Review approvals (for Single Family Residential home construction and Multi-Family Residential portion), and after public infrastructure is substantially complete (Single Family and Multi-Family Residential portions).

### 6.6 Amendments

In recognition of changing market conditions that may affect housing product types, amendments to this GDP are permissible. Amendments may be qualified as significant or insignificant. Amendment requests shall be submitted in writing to the Development Services Director for determination. The Director shall within ten (10) working days of any submittal of a request determine whether the amendment is significant or insignificant. If the amendment is considered significant the application shall be reviewed and considered in the manner prescribed by City ordinance. If the amendment is determined to be insignificant, the Director may approve or deny the application. Any decision of the Director may be appealed pursuant to Lincoln Municipal Code Chapter 18.94.

Examples of insignificant amendments include but are not limited to:

- The director may approve a setback variance of up to 10% to accommodate physical constraints on a particular lot provided that such a reduction does not conflict with building or fire codes;
- The addition of new or updated information that does not substantively change the GDP;
- Minor adjustments to the land use boundaries and street alignments where the general land use pattern is maintained;
- Minor modifications to, and interpretations of, the permitted uses and development standards for this GDP, if it is determined that such changes are equal to or better than the original intent of the GDP;
- Minor adjustments to, and interpretations of, the residential design guidelines; and,
- Minor adjustments to, and interpretations of, the design guidelines for streetscape elements.

Amendments shall be deemed to be insignificant by the Development Services Director only if they are considered in substantial compliance with the tentative subdivision map and reflected accordingly on the Final Map. Upon such finding, no revision to this approved General Development Plan, or approved Tentative Subdivision Map will be required.

# A APPENDIX



APPENDIX



Approved Tentative Map





## 9H

### CITY COUNCIL REPORT

**SUBJECT:** Work Order System Contract

**SUBMITTED BY:** Jennifer Hanson, Director of Public Services

**DEPARTMENT:** Public Services

**DATE:** September 27, 2016

**STRATEGIC RELEVANCE:** Infrastructure

#### **STAFF RECOMMENDATION(S):**

Staff recommends the City Council adopt a resolution authorizing the City Manager to:

A) Execute a Contract for Services with Websoft Developers, Inc. to provide the City with a Mobile Maintenance Management Solutions (MMS) work order system for a total amount not to exceed \$113,135 for a three-year period (ending September 27, 2019), with the option to extend the contract for one additional three-year term and to execute any necessary change orders that are within the contingency budget; and to B) Augment the FY 16/17 Public Services budgets in the amounts of: \$17,995 from Fund 730; \$10,094 from Fund 223; \$8,778 from Fund 710; \$2,195 from Fund 720; \$2,195 from Fund 270; and \$2,633 from Fund 600.

#### **BACKGROUND / INTRODUCTION:**

The City of Lincoln (City) Department of Public Services utilizes a work order system to manage workload for parks, facilities, streets, the wastewater collection system, the water distribution system, and solid waste. The work order system is not only integral to providing service to our external customers and residents, but is also necessary to track work load, manage staff assignments, and to determine annual budget requirements.

Currently, the City utilizes a software (GBA) that is an outdated software database for entering work orders. The database runs on a Windows 2000 server and the database is in a Windows SQL server 2000 database format. Both support for Windows Server and SQL Server 2000 ended in June of 2005 with limited support lasting until 2010. With such an outdated application running on a much outdated server and database, this leaves the city at a major security risk as the server and database are no longer able to be updated with security updates from Microsoft.





Also, due to the age of the server, the server is unable to be backed up. At this time, if the server crashes (which is very likely), the Public Services Department will lose all data within the server. In addition to these issues, the version of GBA that we currently have is limited in its capabilities, is not able to integrate with GIS, and is not very user-friendly.

In 2008, Websoft Developers, Inc. was under contract with the City to complete the following:

- Web mapping platform for the entire City;
- Initiated the integration of the web mapping platform with GBA (the work order system at the time); and
- Initiated a project tracking system for development.

Due to staff turnover, a change in management, and the economic downturn, the overall project stalled and was not implemented.

Due to this previously completed work, Websoft Developers, Inc. was able to integrate the previously completed work and offer the City a proposed work order system called Mobile Maintenance Management Solutions (MMS). Mobile MMS is a mobile map based activity tracking system (work order system) that offers the following capabilities:

- Compliance management;
- Inspections;
- Add web-map capabilities for field verification of City assets and infrastructure;
- Will leverage existing and future GIS data;
- Can be used to track work in a given area to facilitate the prioritization of capital improvements;
- Track actual costs versus budget for up-to-date expenditure analysis;
- Can manage and easily modifies scheduled work; and
- Can be used for documentation of insurance related claims.

Public Services Staff has been evaluating a variety of work order systems over the past year. Most of the systems that staff evaluated cost in the hundreds of thousands of dollars and have been determined to be cost prohibitive. To further evaluate Mobile MMS, Public Services and Information Technology (IT) staff were able to utilize the work order system on numerous occasions as it is intended to function. Staff has found that the Mobile MMS system is cost effective, is able to meet the Department's current needs, and has found that it is easily customizable to accommodate future requirements. Perhaps the best part of the Mobile MMS is that field staff will be able to utilize the GIS based mapping tools to easily identify infrastructure in the field, to make updates to any attributes that may change related to repairs or inconsistencies in the mapping, and the program will also allow for technicians to easily close-out work orders in the field by directly sending the customer an email that indicates that the request has been closed out. The system will also allow for customers to make service requests through the City's existing website. Additionally, staff has confirmed with current users of the system from other public agencies that the system is easy to use and increases efficiency.



## **ANALYSIS:**

Due to the amount of work that has already been completed by Mobile MMS, their familiarity with the project, and the capabilities of the offered work order system, staff has determined that it is in the City's best interest to dispense with the formal bidding procedures outlined in Chapter 3.24.140 of the Municipal Code and award the contract implementation of the Work Order System to Mobile MMS.

Websoft Developers, Inc. provided a scope of work that is included in the attached Contract. The scope of work provides a cost estimate for a three-year contract. Year one of the contract includes a startup cost component. Subsequent years include a \$10,000 allowance for customization. The system is highly customizable. For example, the City could customize the system to aid in the mandated monthly reporting for water conservation efforts or storm water permit requirements. The customization component of the cost will be on a time and materials basis and as such, payment will only be made for actual work performed.

<b>Fiscal Year</b>	<b>Start Up Cost</b>	<b>Yearly Licensing</b>	<b>Customization</b>	<b>Contingency (10% of Total)</b>	<b>Total</b>
16/17	\$19,950	\$19,950	\$0	\$3,990	\$43,890
17/18		\$20,950	\$10,000	\$3,095	\$34,045
18/19		\$22,000	\$10,000	\$3,200	\$35,200
				<b>Contract Total</b>	<b>\$113,135</b>

Staff recommends the City Council adopt a resolution authorizing the City Manager to: A) Execute a Contract for Services with Websoft Developers, Inc to provide the City with a Mobile Maintenance Management Solutions (MMS) work order system for a total amount not to exceed \$113,135 for a three-year period (ending September 27, 2019), with the option to extend the contract for one additional three-year term and to execute any necessary change orders that are within the contingency budget; and to B) Augment the FY 16/17 Public Services budgets in the amounts of: \$17,995 from Fund 730; \$10,094 from Fund 223; \$8,778 from Fund 710; \$2,195 from Fund 720; \$2,195 from Fund 270; and \$2,633 from Fund 600.

## **ALTERNATIVES:**

The City Council may take the following actions:

1. Adopt a resolution authorizing the City Manager to: A). Execute a Contract for Services with Websoft Developers, Inc. to provide the City with a Mobile Maintenance Management Solutions (MMS) work order system for a total amount not to exceed \$113,135 for a three-year period (ending September 27, 2019), with the option to extend the contract for one additional three-year term and to execute any necessary change orders that are within the contingency budget; and to augment the FY 16/17 Public Services budgets in the amounts of: \$17,995 from Fund 730; \$10,094 from Fund 223; \$8,778 from Fund 710; \$2,195 from Fund 720; \$2,195 from Fund 270; and \$2,633 from Fund 600.



2. Provide staff with additional direction.
3. Decline to adopt the proposed resolution.

**FISCAL IMPACT:**

Staff recommends that the cost of the work order system be split between the Funds in an amount that is proportional to each Fund's annual share of work orders. The recommended split is as follows:

<b>Fund</b>	<b>Cost Share Percentage</b>	<b>FY 16/17 Cost Split</b>
Solid Waste (730)	41%	\$17,995
Streets (223)	23%	\$10,094
Water (710)	20%	\$8,778
Wastewater (720)	5%	\$2,195
Parks (270)	5%	\$2,195
Facilities (600)	6%	\$2,633
<b>Total</b>	<b>100.00%</b>	<b>\$43,890</b>

The FY 16/17 Annual Budget did not include money for this effort; as such, the budget requires augmentation for each fund in the amount shown in the table above.

**CITY MANAGER REVIEW OF CONTENT:**

**APPROVED AS TO LEGAL FORM:** LZW

**ATTACHMENTS:**

1. Resolution
2. Contract



RESOLUTION NO. 2016 - \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE CITY MANAGER TO: A) EXECUTE A CONTRACT FOR SERVICES WITH WEBSOFT DEVELOPERS, INC. TO PROVIDE THE CITY WITH A MOBILE MAINTENANCE MANAGEMENT SOLUTIONS (MMS) WORK ORDER SYSTEM FOR A TOTAL AMOUNT NOT TO EXCEED \$113,135 (INCLUDING \$10,285 CONTINGENCY) FOR A THREE-YEAR PERIOD (ENDING SEPTEMBER ,27, 2019), WITH THE OPTION TO EXTEND THE CONTRACT FOR ONE-ADDITIONAL THREE-YEAR TERM AND TO EXECUTE ANY NECESSARY CHANGE ORDERS THAT ARE WITHIN THE CONTINGENCY BUDGET; AND TO B) AUGMENT THE FISCAL YEAR 16/17 PUBLIC SERVICES BUDGETS IN THE AMOUNTS OF: \$17,995 FROM FUND 730; \$10,094 FROM FUND 223; \$8,778 FROM FUND 710; \$2,195 FROM FUND 720; \$2,195 FROM FUND 270; AND \$2,633 FROM FUND 600

**WHEREAS**, the Public Services Department provides maintenance and operations services for a variety of functions, including: streets, parks, facilities, water distribution, wastewater, and solid waste; and

**WHEREAS**, in order for the Public Services Department to be efficient and effective in providing these services, it is necessary to utilize a work order system to track, distribute and otherwise manage workload; and

**WHEREAS**, the Public Services Department completes close to 4,000 separate work orders per year for both internal and external customers; and

**WHEREAS**, currently, the City utilizes a software (GBA) that is an outdated software database for entering work orders. The database runs on a Windows 2000 server and the database is in a Windows SQL server 2000 database format. Both support for Windows Server and SQL Server 2000 ended in June of 2005 with limited support lasting until 2010. With such an outdated application running on a much outdated server and database, this leaves the city at a major security risk as the server and database are no longer able to be updated with security updates from Microsoft; and

**WHEREAS**, in 2008, Websoft Developers, Inc. was under contract with the City to complete the following: web mapping platform for the entire City, initiated the integration of the web mapping platform with GBA (the work order system at the time), and initiated a project tracking system for development; and

**WHEREAS**, due to this previously completed work, Websoft Developers, Inc. was able to integrate the previously completed work and offer the City a proposed work order system called Mobile MMS; and

**WHEREAS**, due to the amount of work that has already been completed by Mobile MMS, their familiarity with the project, and the capabilities of the offered work order system, staff has determined that it is in the City's best interest to dispense of the formal bidding procedures outlined in Chapter 3.24.140 of the Municipal Code and award the contract implementation of the Work Order System to Mobile MMS.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council hereby authorizes the City Manager to: A) Execute a Contract for Services with Websoft Developers, Inc. to provide the City with a Mobile Maintenance Management Solutions (MMS) work order system for a total amount not to exceed \$113,135 for a three-year period (ending September 27, 2019), with the option to extend the contract for one additional three-year term and to execute any necessary change orders that are within the contingency budget; and to B) Augment the FY 16/17 Public Services budgets in the amounts of: \$17,995 from Fund 730; \$10,094 from Fund 223; \$8,778 from Fund 710; \$2,195 from Fund 720; \$2,195 from Fund 270; and \$2,633 from Fund 600.

**PASSED AND ADOPTED** this 27<sup>th</sup> day of September, 2016.

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

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Spencer Short, Mayor

ATTEST:

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City Clerk



## CONTRACT FOR SERVICES

THIS CONTRACT is made on September 27, 2016 by and between the CITY OF LINCOLN ("City"), and Websoft Developers, Inc. ("Consultant/Contractor").

### WITNESSETH:

WHEREAS, the City desires a contract with Websoft Developers, Inc. to provide city database maintenance and web-based application development support services for the city's internal work order system for a three-year period beginning FY 2016/2017 (September 27, 2016) and ending FY 2019/2020 (September 27, 2019), with the option to extend the contract for one additional three-year term for a total amount not to exceed \$113,135 (10% contingency included).

WHEREAS, the Consultant/Contractor has presented a proposal for such services to the City, attached hereto and incorporated herein as **Exhibit A**, and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

#### 1. SCOPE OF SERVICES:

A. Consultant/Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for the completion of the services described in **Exhibit A** ("Scope of Work"). This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant/Contractor enters into this Contract as an independent contractor and not as an employee of the City. The Consultant/Contractor shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant/Contractor are employees, agents, contractors or subcontractors of the Consultant/Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant/Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant/Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.





## **2. TERM OF CONTRACT:**

A. The services of Consultant/Contractor are to commence upon execution of this Contract the City, and shall be undertaken and completed in accordance with the Schedule of Performance, attached hereto and incorporated herein by this reference as **Exhibit B**.

B. Consultant/Contractor's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period equal to the original term of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

## **3. COMPENSATION:**

A. The Consultant/Contractor shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed \$113,135 (10% contingency included) for a three-year period (ending September 27, 2019) without the City's prior written approval. The outlined Scope of Work shall be charged to the following Professional Services Account Funds: (Solid Waste/730-6865-50400) in the amount of \$46,385; (Streets/223-6870-50400) in the amount of \$26,021; (Water/710-6850-50400) in the amount of \$22,627; (Facilities/600-6890-50400) in the amount of \$6,788; (Parks/270-6875-50400) in the amount of \$5,657; and (Wastewater/720-6860-50400) in the amount of \$5,657.

B. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant/Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billing. If Consultant/Contractor's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant/Contractor's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform to the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

## **4. TERMINATION:**

A. This Contract may be terminated by either party, provided that the other party is given not less than 30 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.



B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant/Contractor is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant/Contractor shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant/Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant/Contractor, and the City may withhold any payments due to Consultant/Contractor until such time as the exact amount of damages, if any, due the City from Consultant/Contractor is determined.

D. In the event of termination, the Consultant/Contractor shall be compensated as provided for in this Contract, except as provided in Section 4.C. Upon termination, the City shall be entitled to all work, including, but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

## **5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

## **6. EXTENSIONS OF TIME:**

Consultant/Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 5.

## **7. PROPERTY OF CITY:**

A. It is mutually agreed that all materials prepared by the Consultant/Contractor under this Contract shall become the property of the City, and the Consultant/Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant/Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant/Contractor in performing this Contract which is not Consultant/Contractor's privileged information, as defined by law, or Consultant/Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Consultant/Contractor's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant/Contractor hereunder (the "Work") to be a work made for hire. Consultant/Contractor acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.



## **8. COMPLIANCE WITH ALL LAWS; PREVAILING WAGES:**

A. Consultant/Contractor shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, as applicable, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. If necessary, it shall be City's responsibility to obtain all rights of way and easements to enable Consultant/Contractor to perform its services hereunder. Consultant/Contractor shall assist City in providing the same.

B. Some or all of the work herein may be a "public work" within the meaning of Labor Code section 1720, subject to the payment of prevailing wages under Labor Code sections 1720 et seq. Accordingly, Consultant/Contractor shall cause all such work, as applicable, to be performed as a "public work" in compliance with California prevailing wage laws, including the payment of prevailing wages, as applicable. In the event it is determined that the Consultant/Contractor is required to pay prevailing wages for the work performed under this Agreement, but failed to do so, the Consultant/Contractor shall pay all applicable penalties, costs, fees, wages, and wage differential. To the extent the project is subject to the requirement of payment of prevailing wages pursuant to California Labor Code sections 1720 et seq, then the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the City's offices, which shall be made available to any interested party on request. Consultant/Contractor shall cause a copy of the determination of the director of the prevailing rate of per diem wages to be posted at each job site, as well as all related notices required by applicable law and regulation.

## **9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT/CONTRACTOR:**

A. Consultant/Contractor agrees, represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required for Consultant/Contractor to practice its profession and to properly provide the services set forth in **Exhibit A** in a manner which is consistent with the generally accepted standards of Consultant/Contractor's profession. Consultant/Contractor represents and warrants to City that Consultant/Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals which are legally required for Consultant/Contractor to practice its profession at the time the services are performed.

B. Consultant/Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, state and local law in accordance with Section 17.A hereof.

C. Consultant/Contractor shall designate a project manager who at all times shall represent the Consultant/Contractor before the City on all matters relating to this Contract. In the event that City, in its sole discretion, at any time during the term of this Contract, desires the removal of any person or persons assigned by Consultant/Contractor, including but not limited to



the project manager, to perform services pursuant to this Contract, Consultant/Contractor shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

D. Except as set forth in **Exhibit D**, Consultant/Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant/Contractor only the facilities, equipment, and other materials listed in **Exhibit D** according to the terms and conditions set forth in **Exhibit D**.

E. Consultant/Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant/Contractor in writing within sixty (60) days of discovery. Should Consultant/Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant/Contractor shall be liable for any expenses thereby incurred.

#### **10. SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant/Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant/Contractor.

#### **11. ASSIGNABILITY:**

Consultant/Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due to Consultant/Contractor from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

#### **12. INTEREST IN CONTRACT:**

Consultant/Contractor covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant/Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant/Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant/Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant/Contractor in writing that Consultant/Contractor's duties under this Contract warrant



greater disclosure by Consultant/Contractor than was originally contemplated. Consultant/Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

**13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant/Contractor pursuant to performance of this Contract are confidential and Consultant/Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

**14. LIABILITY OF CONSULTANT/CONTRACTOR-NEGLIGENCE:**

Consultant/Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant/Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant/Contractor or its employees, agents, contractors or subcontractors.

**15. INDEMNITY AND LITIGATION COSTS:**

Consultant/Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising in any manner by reason of negligent acts or negligent failure to act, recklessness, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Consultant/Contractor except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

**16. CONSULTANT/CONTRACTOR TO PROVIDE INSURANCE:**

A. Consultant/Contractor shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII (or in the case of Worker's Compensation insurance, with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant/Contractor shall furnish the City with certificates of insurance and copies of original endorsements providing evidence of coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The Consultant/Contractor agrees to furnish one copy of each required endorsement to the City, and additional copies as requested in writing, certified by an authorized representative



of the insurer. The failure of Consultant/Contractor or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant/Contractor.

C. In addition to any other remedy the City may have, if Consultant/Contractor fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant/Contractor under this Contract.

D. No policy required by this Contract shall be endorsed to suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits unless the Consultant/Contractor has provided thirty (30) days' prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, the City.

F. Aggregate Limits/Impairment.

If any of the insurance coverages required by this section contain annual aggregate limits, the Consultant/Contractor must give the City notice of any pending claim or lawsuit which may diminish the aggregate. The Consultant/Contractor must take steps to restore the impaired aggregates or provide replacement insurance protection. The City has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect City's protection are allowed without City's prior written consent.

G. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant/Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant/Contractor under the Contract.

H. The Consultant/Contractor and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant/Contractor and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant/Contractor or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

I. Worker's Compensation and Employer's Liability Insurance.

1. Worker's Compensation Insurance to protect the Consultant/Contractor, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable.





Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and federal statutes and regulations. The Consultant/Contractor shall execute a certificate of compliance with Labor Code Section 3700, on the form provided in the Contract Documents.

2. Consultant/Contractor shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant/Contractor

J. Commercial General Liability Insurance

1. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence and \$2,000,000 general and products/completed operations aggregates.

2. The commercial general liability insurance shall also include the following:

a. Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

b. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

c. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant/Contractor under the Contract, including, without limitation, set forth in Section 15, Indemnity and Litigation Costs.

K. Commercial Automobile Liability Insurance.



1. The commercial automobile liability insurance shall include, but shall not be limited to, protection against claims for death, bodily or personal injury, or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.

2. The commercial automobile liability insurance shall include the same endorsements as required for Commercial General Liability Insurance (16.J.2 above.)

L. Professional Liability.

The Consultant/Contractor and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than \$1,000,000 per claim.

**17. MISCELLANEOUS PROVISIONS:**

A. Compliance With Laws. Consultant/Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, including laws relating to prevailing wages pursuant to Labor Code section 1771 et seq.

B. Non-Discrimination. Consultant/Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation. Consultant/Contractor shall comply with Section 122(a) of the State and Local Fiscal Assistance Act of 1972.

C. Inspection of Records. Consultant/Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant/Contractor.

D. Entirety of Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.



E. Notices. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

CITY: Attn: City Manager  
600 Sixth Street  
Lincoln, CA 95648

CONSULTANT/CONTRACTOR: Websoft Developers, Inc.  
2020 Research Park Drive, Suite 140  
Davis, CA 95618-6150

F. Governing Law. This Contract shall be interpreted and governed by the laws of the State of California.

G. Venue. Any action arising out of this Contract shall be brought in Placer County, California, regardless of where else venue may lie.

H. Attorneys' Fees. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

I. Counterparts. The parties may execute this Contract in two or more counterparts, which shall, in the aggregate, be signed by all the parties, each counterpart shall be deemed an original instrument as against any party who has signed it.

J. Severability. If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.



Websoft Developers, Inc.  
2020 Research Park Drive, Suite 140  
Davis, CA 95618-6150

CITY OF LINCOLN,  
a municipal corporation

A handwritten signature in dark ink, appearing to be "Manoj Desai".

(Authorized Signature)

**Manoj Desai, President**

Print Name

Matthew Brower, City Manager

Dated

APPROVED AS TO FORM:

Leslie Walker, Interim City Attorney

Dated

ATTEST:

City Clerk

Dated

***City Accountability:***

***Department responsible for contract:***

Public Works Department

***Staff responsible for contract:***

Jennifer Hanson, Public Services Director



## EXHIBIT A

### SCOPE OF WORK

Websoft Developers, Inc. to provide city database maintenance and web-based application development support services for the city's internal work order system for a three-year period beginning FY 2016/2017 (September 27, 2016) and ending FY 2019/2020 (September 27, 2019), with the option to extend the contract for one additional three-year term for a total amount not to exceed \$113,135 (10% contingency included).

(Please see attached proposal for full scope of services).

**Websoft Developers, Inc.**  
 2020 Research Park Drive, Suite 140  
 Davis, CA 95618  
 530.759.8754  
 sales@websoftdev.com

**Date** July 21, 2016  
**Expires** August 21, 2016

**Prepared For:** Jennifer Hanson, Public Services Director, Jennifer.Hanson@lincolncalifornia.gov, (916) 434-2450  
 City of Lincoln, Department of Public Services  
 2100 Flightline Drive  
 Lincoln, CA 95648

## Mobile MMS

The quotation below includes licensing and services for the implementation of the MobileMMS product for use with activities within the Public Services Department.

Type	Item Description	SKU	Unit	Total
Licensing	<b>MobileMMS Initial Licensing</b>  Includes hosted software license for MobileMMS software with unlimited access for all city activities.	MMS25	Year	\$19,950
Remote Implementation	<b>Public Services Implementation</b> 1. Form configuration: Recreation of existing GBA-based system including Work Request activities. Development of forms for other Department activities including water, wastewater, signs, streets (potholes, sidewalks), lights, and others as needed. 2. Workflow configuration 3. Map integration using direct connection to City's ArcGIS Server in the future and hosting of GIS layers in the near term. 4. Add feature layer in MobileMMS that represents Utility Customer meter and/or address locations. 5. Import existing electronic GBA data source into form and workflow structure developed above. Link to map where possible. 6. Custom report configuration (5 reports) including. 7. Standard report configuration using grid interface 8. Training for field crews and administrative staff			\$19,950
<b>Total Due</b>				<b>\$39,900</b>



**Additional Information**

To be determined based on refinement of summary scope above. Customer retains rights to all data created by the system and may request this data in Excel or SQL format at any time up to 1 month after contract cancellation.

**Pricing Summary**

Type	First Year	Second Year	Third Year
Licensing	\$19,950	\$20,950	\$22,000
Professional Services	\$19,950	-----	-----
<b>Total</b>	<b>\$39,000</b>	<b>\$20,950</b>	<b>\$22,000</b>

The proposed pricing is based on our understanding of the needs of Lincoln. Recurring monthly fees will be billed annually with 1 initial payment. Annual renewal will be billed automatically unless customer cancels services prior to renewal date. Renewal rates will include a 5% annual increase. Websoft will complete the tasks above within 60 days of notice to proceed with a not-to-exceed budget listed above. Websoft invoices on a monthly basis based on the work completed during the prior month. These prices are valid for 30 days. Additional requested professional services will be billed at the hourly rate included in the appendix with a project estimate provided in advance of work initiation.

Thank you for this opportunity to provide this quotation. Please contact me at 916.501.1590 should you have any questions.

Sincerely,

Sean Dingman  
Websoft Developers, Inc.  
SJD:sjd

**Acceptance**

If this quotation is acceptable, please sign and date below and return an electronic copy.

---

Name

---

Signature

---

Date

## Appendix: Standard and Contract Hourly Rates

Position	Standard Billing Rate (\$/Hour)
Principal	235
Senior Application Developer	185
Senior Engineer	165
Senior Programmer/Designer	165
Application Developer	155
System Administrator	135
Technician	115
Assistant Engineer	115
Assistant System Administrator	85
Assistant Programmer	85
Assistant Technician	75
Junior Technician	60
Administrative	50

Outside services such as vendor reproductions, prints, shipping, and major WSD reproduction efforts, as well as engineering supplies, travel, *etc.* will be billed at actual cost plus 15%.

Mileage will be billed at the current Federal rate.

Sub consultants will be billed at actual cost plus 10%.

A Finance Charge of 1.5% per month (an Annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

Billing rates apply to all computers and equipment, whether owned or rented, and to all employment categories including regular full-time, part-time, temporary, and contract personnel as defined in WSD's Employee Handbook



## EXHIBIT B

### SCHEDULE OF PERFORMANCE

Websoft Developers, Inc. to provide city database maintenance and web-based application development support services for the city's internal work order system for a three-year period beginning FY 2016/2017 (September 27, 2016) and ending FY 2019/2020 (September 27, 2019), with the option to extend the contract for one additional three-year term for a total amount not to exceed \$113,135 (10% contingency included).



## EXHIBIT C

### CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700 Labor Code § 1861

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Websoft Developers, Inc.

By: **President**

Title

**Manoj Desai**

Print Name

**September 9, 2016**

Date



## EXHIBIT D

### FACILITIES, EQUIPMENT, OTHER MATERIALS

Consultant/Contractor shall be responsible for providing all necessary facilities, equipment and personnel to undertake the necessary task(s) outlined in **Exhibit A**.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768

IOA Insurance Services  
3875 Hopyard Road  
Suite 240  
Pleasanton, CA 94588

CONTACT NAME: Cassandra Thompson

PHONE (A/C, No, Ext): (925) 416-7862

FAX (A/C, No): (925) 416-7869

E-MAIL ADDRESS: Cassandra.Thompson@ioausa.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Travelers Property Casualty Company of America

25674

INSURER B : Travelers Indemnity Company of Connecticut

25682

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Websoft Developers, Inc.  
2020 Research Park Drive, Suite 140  
Davis, CA 95618

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP10T27035	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA4480R823	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZUP10T27047	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	UB0707M362	02/01/2016	02/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab.			ZPL14S01461	07/01/2016	07/01/2017	Per Claim 2,000,000
A	Professional Liab.			ZPL14S01461	07/01/2016	07/01/2017	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All operations of the Named Insured, including the aforementioned project, if any.

General Liability: CERTIFICATE HOLDER included as Additional Insured on Primary & Non-Contributory basis with Waiver of Subrogation included, as required by written contract.

Workers' Compensation: Waiver of Subrogation is in favor of CERTIFICATE HOLDER, as required by written contract.

CERTIFICATE HOLDER: City of Lincoln, its officers, officials, employees, agents, and volunteers

## CERTIFICATE HOLDER

## CANCELLATION

City of Lincoln  
600 Sixth Street  
Lincoln, CA 95648

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

156



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**TECHNOLOGY XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <b>A.</b> Reasonable Force Property Damage - Exception To Expected Or Intended Injury Exclusion | <b>J.</b> Blanket Additional Insured - Lessors Of Leased Equipment   |
| <b>B.</b> Non-Owned Watercraft Less Than 75 Feet  | <b>K.</b> Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement |
| <b>C.</b> Aircraft Chartered With Pilot   | <b>L.</b> Blanket Additional Insured - Broad Form Vendors  |
| <b>D.</b> Damage To Premises Rented To You  | <b>M.</b> Who Is An Insured - Unnamed Subsidiaries   |
| <b>E.</b> Increased Supplementary Payments  | <b>N.</b> Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures  |
| <b>F.</b> Who Is An Insured - Employees And Volunteer Workers - First Aid                       | <b>O.</b> Contractual Liability - Railroads  |
| <b>G.</b> Who Is An Insured - Employees - Supervisory Positions                                 | <b>P.</b> Knowledge And Notice Of Occurrence Or Offense  |
| <b>H.</b> Who Is An Insured - Newly Acquired Or Formed Organizations                            | <b>Q.</b> Unintentional Omission   |
| <b>I.</b> Blanket Additional Insured - Owners, Managers Or Lessors Of Premises                  | <b>R.</b> Blanket Waiver Of Subrogation  |

**PROVISIONS**

**A. REASONABLE FORCE PROPERTY DAMAGE - EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION**

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2., of **SECTION 1 - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- a.** Expected Or Intended Injury Or Damage  
 "Bodily injury" or "property damage"

expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

**B. NON-OWNED WATERCRAFT LESS THAN 75 FEET**

The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION 1 - COVERAGES - COVERAGE A BODILY INJURY**

**AND PROPERTY DAMAGE LIABILITY:**

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

**C. AIRCRAFT CHARTERED WITH PILOT**

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

**D. DAMAGE TO PREMISES RENTED TO YOU**

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.

2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I - **Coverage A - Bodily Injury And Property Damage Liability** is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III - **Limits Of Insurance**.

3. The following replaces Paragraph 6. of **SECTION III - LIMITS OF INSURANCE**:

6. Subject to 5. above, the **Damage To Premises Rented To You Limit** is the most we will pay under **Coverage A** for damages because of "premises damage" to any one premises.

The **Damage To Premises Rented To You Limit** will be:

a. The amount shown for the **Damage To Premises Rented To You Limit** on the Declarations of this Coverage Part; or

b. \$100,000 if no amount is shown for the **Damage To Premises Rented To You Limit** on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

**E. INCREASED SUPPLEMENTARY PAYMENTS**

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** of **SECTION I - COVERAGES**:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **Bodily Injury Liability Coverage** applies. We do not have to furnish these bonds.

2. The following replaces Paragraph

**1.d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:**

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**F. WHO IS AN INSURED - EMPLOYEES AND VOLUNTEER WORKERS - FIRST AID**

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III - LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the

**DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

**G. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS**

The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

**H. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4. of **SECTION II - WHO IS AN INSURED**:

4. Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to

"personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

**I. BLANKET ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

**J. BLANKET ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

**K. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a

written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

**L. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
  - (1) Any express warranty not authorized by you;
  - (2) Any change in "your products" made by such vendor;
  - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing,

or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

#### **M. WHO IS AN INSURED - UNNAMED SUBSIDIARIES**

The following is added to **SECTION II - WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

#### **N. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES**

The following replaces the last paragraph of **SECTION II - WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who Is An Insured.

#### **O. CONTRACTUAL LIABILITY - RAILROADS**

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

#### **P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- a. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership,

joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;
- (iii) A trustee of any trust; or
- (iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

#### **Q. UNINTENTIONAL OMISSION**

The following is added to Paragraph 6., **Representations, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

#### **R. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE - ADDITIONAL INSUREDS - PRIMARY AND  
NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER  
INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to Paragraph 4. a.,  
**Primary Insurance, of SECTION IV -**  
**COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a

named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.





**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 ( A) - 001**

**POLICY NUMBER: UB707M362**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT - CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 03.00 % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**Job Description**

ANY PERSON OR ORGANIZATION  
FOR WHICH THE INSURED  
HAS AGREED BY WRITTEN  
CONTRACT EXECUTED PRIOR TO  
LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

**ST ASSIGN:**

Page 1 of 1



# 9I

## CITY COUNCIL REPORT

**SUBJECT:** Request to purchase a Vactor 2100-Plus sewer cleaning truck, using a cooperative purchasing agreement with the NJPA (National Joint Powers Alliance) Contract #022014-FSC for an amount not to exceed \$406,589.

**SUBMITTED BY:** Mike Osborne, Fleet Supervisor

**DEPARTMENT:** Public Services

**DATE:** September 27, 2016

**STRATEGIC RELEVANCE:** Organizational Efficiency - Reliable Vehicle for City Operations

### **STAFF RECOMMENDATION(S):**

Staff recommends that City Council adopt a resolution authorizing the City Manager to purchase a Vactor 2100-Plus sewer cleaning truck for use by the Streets and Wastewater Divisions of Public Services. The vehicle would be purchased using a cooperative purchasing agreement with the NJPA (National Joint Powers Alliance) Contract #022014-FSC in an amount not to exceed \$406,589.

### **BACKGROUND / INTRODUCTION:**

The Streets and Wastewater Divisions of Public Services are in need of a new large capacity sewer cleaning truck to replace the 14-year-old model currently in use. The operational capacity, flushing power and functionality of the current Vactor 2110 is not sufficient to meet the demands of these departments so a new replacement vehicle needs to be purchased. The truck requested is a Vactor 2100-Plus which uses a centrifugal vacuum pump and it's equipped with a Vanguard anti-bacterial system for use with cleanup of hazardous bacterial fluids. The vehicle would be purchased using a cooperative purchasing agreement with the NJPA (National Joint Powers Alliance) Contract #022014-FSC in an amount not to exceed \$406,589. Using the NJPA contract will save the City \$86,545.

### **FINDINGS/ANALYSIS:**

The purchase of this vehicle addresses both the shortage of onboard sewage storage capacity and water storage capacity experienced by both Wastewater and Streets divisions in their maintenance equipment. Wastewater currently has two Vactors, one of which is too small to complete some jobs without interruption for dumping and/or refilling, whereas the larger unit proposed herein is much better suited for the intended use. The plan is to purchase a Vactor 2100-Plus, using \$136,589 from the Streets Division and \$270,000 from the Wastewater Division. The smaller Vactor would then be designated for use by the Streets Division as a vacuum excavator, while the new Vactor would provide the type of capacity and performance needed by the Wastewater Division. The remaining, older Vactor 2110, would be used less often, which would extend its useful life and provide a good backup unit for the division. Projected life of a new Vactor is ten years, after which it may be sold as surplus, moved to reserve status or kept in service, depending upon condition.



### **CONCLUSION:**

Staff recommends the City Council adopt a resolution authorizing the City Manager to purchase a Vactor 2100-Plus sewer cleaning vehicle through Owen Equipment using a cooperative purchasing agreement with NJPA, not to exceed \$406,589 as approved in the FY 16-17 budget. The existing Vactor 2110 will be designated for backup use.

### **ALTERNATIVES:**

1. Adopt a resolution authorizing the City Manager to purchase one Vactor truck for use in the Streets and Wastewater Divisions of Public Services, using the cooperative purchasing NJPA Contract #060612-ODB in an amount not to exceed \$406,589.
2. Provide staff with additional direction.

### **FISCAL IMPACT:**

Vehicles will be paid for from the following account:

Streets	223-6870-80060	\$136,589
Wastewater	721-6860-80060	\$270,000

### **CITY MANAGER REVIEW OF CONTENT:**

### **APPROVED AS TO LEGAL FORM:**

MWS, LZW

### **CONTRACT ACCOUNTABILITY:**

**Department:** Public Services

**Staff member:** Mike Osborne, Jennifer Hanson

### **ATTACHMENTS:**

Resolution  
NJPA Contract  
Vehicle Pictures  
Vehicle Specifications



**RESOLUTION 2016-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE CITY MANAGER TO PURCHASE ONE VACTOR 2100-PLUS SEWER CLEANING TRUCK FROM EXCEL TRUCK GROUP USING A COOPERATIVE PURCHASING AGREEMENT AT A COST OF \$406,589.

**WHEREAS**, the Public Services Division is in need of one new Vactor truck for the Streets and Wastewater Divisions; and

**WHEREAS**, staff would like to purchase the new Vactor truck from Owen Equipment using a cooperative purchasing agreement with NJPA in the amount of \$406,589;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council hereby authorizes the City Manager to purchase one new Vactor truck using a cooperative purchasing agreement with NJPA in the amount of \$406,589.

**PASSED AND ADOPTED** this 27<sup>th</sup> day of September, 2016.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
Spencer Short, Mayor

ATTEST:

\_\_\_\_\_  
Gwen Scanlon, City Clerk



Vactor 2100-Plus

## NJPA Contract

The National Joint Powers Alliance® (NJPA) is committed to serving our Members through a continuous effort to meet your current and future needs. We are driven to provide efficient public service through our National Contract Purchasing solutions and other related programs. We are only able to do this as we work together, creating a unified purchasing alliance valued by all.



At its core, NJPA is a Member-driven service cooperative with a Membership now exceeding 30,000. NJPA offers a multitude of products, equipment and service opportunities to education, government and other non-profit entities.

NJPA members can purchase the following Vector products from the competitively bid and awarded contract:

- Vector 2100 Plus
- Vector 2103
- Vector 2100 CB
- Vector HXX
- Vector Ramjet

[Find a Dealer](#) for more NJPA information.

Federal Signal Corporation's Contract Number: 022014 –FSC

## Owen Equipment Sales

1085 Horizon Drive  
Fairfield, CA 94533  
USA  
(707) 422-2333  
(707) 422-2444

[info@owenequipment.com](mailto:info@owenequipment.com)  
[www.owenequipment.com](http://www.owenequipment.com)

Region: Northern portion of California - including counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo & Yuba

**FORM D**

**Formal Offering of Proposal**  
(To be completed Only by Proposer)



**SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES.**

In compliance with the Request for proposal (RFP) for "SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Federal Signal Corp. Date: Feb. 17, 2014  
Company Address: 1415 W. 22nd Street Suite 1100  
City: Oak Brook State: IL Zip: 60523  
Contact Person: David Parizzi Title: Business Development Mgr. - ESG  
Authorized Signature (ink only): David Parizzi David Parizzi  
(Name printed or typed)





## Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 022014 Sewer Vacuum, Hydro Excavators and/or Street Sweepers Equipment with Related Accessories + supplies

Federal Signal Corp  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 27<sup>th</sup>, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

NJPA Executive Director

Dr. Chad Connette  
(Name printed or typed)

Awarded this 18<sup>th</sup> day of March, 20 14 NJPA Contract Number # 022014 -FSC

NJPA Authorized signature:

NJPA Board Member

Scott Veronen  
(Name printed or typed)

Executed this 18<sup>th</sup> day of March, 20 14 NJPA Contract Number # 022014 -FSC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Federal Signal Corp.

Vendor Authorized signature:

David Panizzi  
(Name printed or typed)

Title: Business Development Manager

Executed this 24<sup>th</sup> day of March, 20 14 NJPA Contract Number # 022014 -FSC





## Presents a Proposal Summary

of the



2100 Plus

Combination Single Engine Dual Stage Sewer Cleaner with Hydrostatic Driven Vacuum System Mounted on a Heavy Duty Truck Chassis

for the

City of Lincoln

Brian Enochian 173  
Tel: 916-675-2105

## **PRODUCT DESCRIPTION**

- 2100 PLUS with Single Engine Dual Stage Fan, 10 Yard Debris Body, 1500 Gallons of Fresh Water

## **STANDARD FEATURES**

- 24" x 26" x 69" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Remote Pendant Control w/35' Cord
- Vansco-Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assy. w/1/2" x 35' Hose w/Quick Disconnects
- 2" Y-Strainer w/25' Fill Hose
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
- 1" Nozzle
- 1" X 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Water Sight Gauge DS/PS
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hyd Variable Flow, Dual PTO's. Dual Hyd. Pumps)
- 1" Water Relief Valve for Vactor Water Pump
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Footage Counter - Mechanical
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Tachometer/Chassis Engine W/Hourmeter
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Water Pump Hour Meter
- PTO Hour Meter
- Camera System, Rear Only
- Vactor 2100 Plus Body Decal - Multi-Colored
- Chassis Modifications
- Vactor Manual, Partial Manual and USB Version - 1 + Dealer
- Operator and Maintenance Training

## **ADDITIONAL FEATURES**

- Vanguard anti-bacterial system
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
- Toolbox, Driver Side Sub Frame, 60w x 20h x 12d
- Toolbox, Driver Side Chassis Frame, 60w x 24h x 24d
- 180 Degree Rotation, 10 Ft. Hydraulic Telescoping Boom, Front Loading 8" Suction Hose
- Telescopic Boom Elbow, Hard Hat Style
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- 1" x 800' Piranha Sewer Hose, 2500 PSI
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 800') Capacity
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- Debris Body Flush Out System
- Debris Body Load Limit Alarm functionally tied to Vacuum Relief
- 6" Butterfly Valve, Rear Door, 6:00 Position
- Standpipe and Screen for 6:00 Port
- Centrifugal Separators
- Folding Pipe Rack, Curbside
- Folding Pipe Rack, Streetside
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Low Water Light w/Alarm and Water Pump Flow Indicator
- Laval Water Separator at Fill
- Front Joystick Boom Control
- Jet Rodder Water System Accumulator
- Hydro Excavation Kit/Retract Reel w/1/2" X 50' Hose and Nozzle
- Automatic Hose Level Wind Guide, Indexing
- Fan Flushout System
- Digital Hose Footage Counter
- Handgun Hose Reel w/Spring Retract
- Lateral Cleaning Kit w/150' Hose and Nozzle, 25 GPM/2000 PSI
- Rodder Pump Drain Valves
- Rear Directional Control, Split LED Arrow Traffic Controller, 10 Lights
- Strobe Light, LED, Rear, Federal Signal, Amber
- Strobe Light, LED, Cab Guard, Federal Signal, Amber
- Rear Beacon Limb Guard
- Worklights (2), LED, Telescoping Boom
- Worklight, LED, Operators Station
- Worklight, LED, Curb Side
- Hose Reel Wrapped for Delivery
- Toolbox, Behind Cab
- (4) Long Handle Tool Storage Locations Behind Cab
- Safety Cone Storage Rack - Post Style
- 1" x 15' Leader Hose Assembly
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Vactor Supplied Chassis, Tandem Axle, 2017 Freightliner 114SD, 370 HP, Auto, 66,000 GVWR, 2016 Emissions

**List Price, FOB Lincoln, CA:** **\$464,767.00**

**NJPA Discount:** **\$(86,545.00)**

**NJPA Unit Price, FOB Lincoln, CA:** **\$378,222.00**

**Sales Tax (7.50%)** **\$ 28,366.65**

**Total Sales Price, FOB Lincoln, CA:** **\$406,588.65**

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good for 30 Days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: 90-120 Days after receipt of Chassis

TERMS: Net 10 days

If you have any questions please give me a call at (916) 675-2105.

Thank you,

*Brian Enochian*

Brian Enochian, Owen Equipment  
1085 Horizon Dr | Fairfield, CA. 94533  
(916) 675-2105 – Cell | (707) 422-2333 – Office  
benochian@owenequipment.com

## LIMITED WARRANTY

**Limited Warranty.** Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

### STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

#### 2100 Series, HXX, Series and Jetters

10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs against any factory defect in material or workmanship.

#### 2100 Series and HXX only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

#### 2100 Series and Jetters

2 years - Vactor Rodder pump on all unit serial numbers starting with 13##V#####.

**Exclusive Remedy.** Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim. This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses, gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

\*NOTE\* The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR/GUZZLER MANUFACTURING

1621 S. Illinois Street

Streator, IL 61364





# 11A

## CITY COUNCIL REPORT

**SUBJECT:** Ordinance to Approve Amendment to the Contract between the Board of Administration of the California Public Employees' Retirement system and the City Council of the City of Lincoln

**SUBMITTED BY:** Astrida Trupovnieks, HRSI Manager  
Anastasia Efsthiau, Finance Manager

**DEPARTMENT:** Human Resources Department  
Department of Support Services

**DATE:** September 27, 2016

**STRATEGIC RELEVANCE:** Organizational Efficiency

### **STAFF RECOMMENDATION(S):**

Staff recommends City Council to introduce by title only an ordinance approving an amendment to the contract between the Board of Administration of the California Public Employees' Retirement System and the City Council of the City of Lincoln.

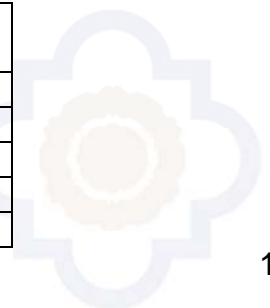
### **BACKGROUND / INTRODUCTION:**

The current collective bargaining agreements contain negotiated provisions which require bargaining unit members to begin paying an additional three percent of the employer's contribution towards PERS in addition to the employee contribution in place before the effective date of an amendment to the contract with PERS.

Attached is an ordinance to amend the City's existing California Public Employees' Retirement System (CalPERS) contract pursuant to the current collective bargaining agreements. California Government Code Section 20516 authorizes a contracting agency (City) and its employees to agree, in writing, to share the costs of the employer contribution. This cost sharing also applies to non-represented employees. Member cities across California have amended their contracts with PERS in the same manner.

City Council approved a Resolution of Intent for the CalPERS amendment process on July 26, 2016. At that time, Council was presented with the chart below which reflects the change between members' current retirement contribution and amended retirement contribution:

Member	Current Contribution %	Amended Contribution
Classic Tier One Miscellaneous	8.00%	11.00%
Classic Tier Two Miscellaneous	7.00%	10.00%
PEPRA Miscellaneous	6.25%	9.25%
Classic Safety	9.00%	12.00%
PEPRA Safety	11.50%	14.50%





Following the approval of the Resolution of Intent on July 26, 2016, all employees were notified of the resolution and were provided with a written summary of the changes in retirement contributions. Elections were scheduled across city government as required by statute. The measure must be passed by a simple majority of votes placed. The results of the elections are as follows:

Miscellaneous (total of 102 total possible to vote):

- 87 voted yes
- 2 voted no

Safety (total of 39 total possible to vote):

- 24 voted yes
- 0 voted no

Certification of the approval of this resolution approved on July 26, 2016, election results, and this Ordinance will be provided to CalPERS upon its adoption City Council meeting.

**CONCLUSION:**

CalPERS requires the adoption of an Ordinance to approve the amendment to contract for the employee's increased share of the employer retirement contribution, in accordance with California Government Code Section 20516.

**ALTERNATIVES:**

1. None are recommended.

**FISCAL IMPACT:**

The employer retirement contribution percentage will decrease by three percent and this decrease is reflected in the 2016-2017 Annual Budget approved June 28, 2016.

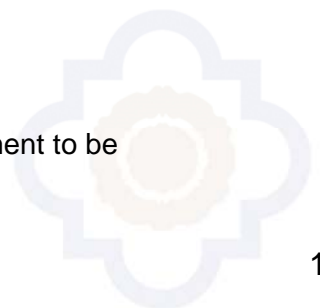
**CITY MANAGER REVIEW OF CONTENT:**

**APPROVED AS TO LEGAL FORM:** LZW

**ATTACHMENTS:**

Ordinance- Introduction by Title Only

Exhibit- Amendment to Contract for information only; Final contract amendment to be attached to final Ordinance





**ORDINANCE NO. 916B**

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF LINCOLN AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM TO IMPLEMENT SECTION 20516 (EMPLOYEES SHARING ADDITIONAL COST) INCREASING EMPLOYEES CONTRIBUTION AN ADDITIONAL THREE PERCENT ABOVE THE NORMAL MEMBER CONTRIBUTION RATE FOR ALL CLASSIC AND MISCELLANEOUS LOCAL POLICE AND FIRE SAFETY MEMBERS, FOR ALL OTHER LOCAL MISCELLANEOUS MEMBERS, FOR UNREPRESENTED MANAGERS, FOR UNREPRESENTED DEPARTMENT HEADS, AND FOR THE CITY MANAGER**

**THE CITY COUNCIL OF THE CITY OF LINCOLN DOES ORDAIN AS FOLLOWS:**

**Section 1:** Purpose: That an amendment of the Contract between the City Council of the City of Lincoln and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked "Exhibit," and by such reference made a part hereof as though herein set out in full.

**Section 2:** Execution: The Mayor of the City of Lincoln is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

**Section 3:** Effective Date: This Ordinance shall take effect 30 days after the date of adoption.

**Section 4:** Publication: This Ordinance shall be published in accordance with the provisions of Government Code Section 36933.

**I HEREBY CERTIFY** that this ordinance was introduced at a regular meeting of the City Council of the City of Lincoln, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, and adopted and passed at a regular meeting of the City Council of the City of Lincoln held on the \_\_\_\_\_ day of \_\_\_\_\_ 2016 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

APPROVED:

\_\_\_\_\_

\_\_\_\_\_

Gwendolyn Scanlon, City Clerk

Spencer Short, Mayor

Date: \_\_\_\_\_



## EXHIBIT

California  
Public Employees' Retirement System

# AMENDMENT TO CONTRACT

Between the  
Board of Administration  
California Public Employees' Retirement System  
and the  
City Council  
City of Lincoln

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective December 1, 1964, and witnessed October 13, 1964, and as amended effective August 24, 1973, October 14, 1976, January 15, 1994, December 25, 1997, July 1, 1998, September 13, 2001, January 9, 2005, July 9, 2006 and February 13, 2011 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 15 are hereby stricken from said contract as executed effective February 3, 2011, and hereby replaced by the following paragraphs numbered 1 through 17 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members entering membership in the miscellaneous classification on or prior to February 13, 2011, age 60 for classic local miscellaneous members entering membership for the first time in the miscellaneous classification after February 13, 2011, age 62 for new local miscellaneous members, age 50 for classic local safety members and age 57 for new local safety members..

2. Public Agency shall participate in the Public Employees' Retirement System from and after December 1, 1964 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
  - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
  - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
  - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
  - a. Local Fire Fighters (herein referred to as local safety members);
  - b. Local Police Officers (herein referred to as local safety members);
  - c. Employees other than local safety members (herein referred to as local miscellaneous members).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

**NO ADDITIONAL EXCLUSIONS**

6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment before and not on or after January 9, 2005 shall be determined in accordance with Section 21354 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment on or after January 9, 2005 and not entering membership for the first time with this agency in the miscellaneous classification after February 13, 2011 shall be determined in accordance with Section 21354.5 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2.7% at age 55 Modified).
9. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time with this agency in the miscellaneous classification after February 13, 2011 shall be determined in accordance with Section 21353 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 60 Modified).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Supplemental to Federal Social Security).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member shall be determined in accordance with Section 21362.2 of said Retirement Law subject to the reduction provided therein for Federal Social Security (3% at age 50 Modified).



PLEASE DO NOT SIGN "EXHIBIT ONLY"

12. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Supplemental to Federal Social Security).
13. Public Agency elected and elects to be subject to the following optional provisions:
  - a. Section 20903 (Two Years Additional Service Credit).
  - b. Section 21024 (Military Service Credit as Public Service) for local miscellaneous members only.
  - c. Section 20042 (One-Year Final Compensation) for classic local miscellaneous members entering membership on or prior to February 13, 2011.
  - d. Section 20475 (Different Level of Benefits): Section 21353 (2% at age 60 Modified) and Section 20037 (Three-Year Final Compensation) are applicable to local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after February 13, 2011.
  - e. Section 20516 (Employees Sharing Additional Cost):

From and after the effective date of this amendment to contract, 3% for local miscellaneous members.

From and after the effective date of this amendment to contract, 3% for local safety members.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.
14. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

15. Public Agency shall also contribute to said Retirement System as follows:
- a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
  - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
16. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
17. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL  
CITY OF LINCOLN

BY \_\_\_\_\_  
RENEE OSTRANDER, CHIEF  
EMPLOYER ACCOUNT MANAGEMENT DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Witness Date

Attest:

\_\_\_\_\_  
Clerk



# 11B

## CITY COUNCIL REPORT

**SUBJECT:** Side Letter to Comply with CalPERS Audit Finding

**SUBMITTED BY:** Astrida Trupovnieks, HRSI Manager  
Anastasia Efsthiau, Finance Manager

**DEPARTMENT:** Human Resources Department  
Department of Support Services

**DATE:** September 27, 2016

**STRATEGIC RELEVANCE:** Organizational Efficiency

### **STAFF RECOMMENDATION(S):**

Staff recommends City Council approve a side letter to comply with CalPERS audit finding 2H which adds special compensation defined as “Temporary Upgrade Pay” of not less than five percent (5%) of an employee’s present salary to the existing Police and Fire Mid Management Supervisory Group Collective Bargaining Agreement.

### **BACKGROUND / INTRODUCTION:**

CalPERS concluded its first audit of the City of Lincoln in the final quarter of 2015. A number of the findings involve correcting past mistakes of reporting compensation in the base payrate category instead of the special compensation category, changing compensation terminology to coincide with terminology in state statute, and clarifying conditions under which special compensation is paid. These corrections must be made to the current collective bargaining agreements by side letter.

The attached side letter clarifies that employees in the Police and Fire Mid Management Supervisory Group in an acting capacity shall receive special compensation (as opposed to an increase in the base payrate) defined as “Temporary Upgrade Pay” of not less than five percent of current salary.

This side letter has been approved by Lincoln Police and Fire Mid Management Supervisory representatives and will be effective upon approval by the City Council.

Additional side letters are in progress and will be presented to City Council at future City Council meetings for approval.

### **CONCLUSION:**

CalPERS requires the approval of a side letter to include “Temporary Upgrade Pay” paid as special compensation in the existing Police and Fire Mid Management Supervisory Collective Bargaining Agreement.





**ALTERNATIVES:**

1. None are recommended.

**FISCAL IMPACT:**

There is no fiscal impact to this item.

**CITY MANAGER REVIEW OF CONTENT:**

**APPROVED AS TO LEGAL FORM:** LZW

**ATTACHMENTS:**

Side Letter- for approval by City Council for signature by the Mayor



**Side Letter to Existing Police and Fire Mid-Management Supervisory Group MOU May 1, 2015 through June 30, 2017.**

Current MOU Language:

5.10 SPECIAL ASSIGNMENT POSITIONS Special assignment positions within a classification may be established where duties and responsibilities are of a specialized nature by comparison to other positions in the class. Said positions may be established by the City Council following a report and recommendation thereon by the City Manager. Special assignment positions so established will be reviewed annually by the City Council. Selection of employees to said position and removal there from shall be made by the City Manager upon recommendation of the department head. An employee so assigned shall receive a salary increase of not less than five percent (5%) of his/her present salary. Officers expressly assigned to provide field training shall be granted an assignment increment of five percent (5%) over base salary for all hours actually worked while training.

New MOU Language:

5.10 SPECIAL ASSIGNMENT POSITIONS Special assignment positions within a classification may be established where duties and responsibilities are of a specialized nature by comparison to other positions in the class. Said positions may be established by the City Council following a report and recommendation thereon by the City Manager. Special assignment positions so established will be reviewed annually by the City Council. Selection of employees to said position and removal there from shall be made by the City Manager upon recommendation of the department head. Effective July 1, 2011, an employee so assigned shall receive special compensation defined as "Temporary Upgrade Pay "of not less than five percent (5%) of his/her present salary. Officers expressly assigned to provide field training shall be granted an assignment increment of five percent (5%) over base salary for all hours actually worked while training.

For the City:

\_\_\_\_\_

Honorable Spencer Short  
Mayor, City of Lincoln

Date:

For Lincoln Police and Fire Mid- Management:

 9/20/16

Brent Craft, Unit Representative

Date



# 11C

## CITY COUNCIL REPORT

**SUBJECT:** Parks and Facilities No Smoking Ordinance

**SUBMITTED BY:** Jennifer Hanson, Public Services Director

**DEPARTMENT:** Public Services

**DATE:** September 27, 2016

**STRATEGIC RELEVANCE:** Infrastructure

### **STAFF RECOMMENDATION(S):**

Information item intended to obtain input from Council.

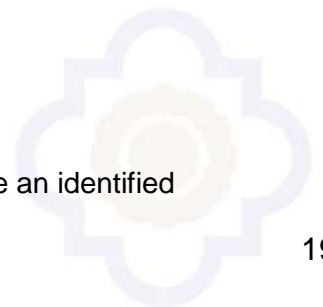
### **BACKGROUND / INTRODUCTION:**

There are inherent dangers associated with secondhand smoke in and around areas frequented by children. Currently, state law prohibits smoking within twenty-five feet of “tot lots” and “playgrounds” and provides authority for cities to enhance those restrictions in the interest of the public’s health, safety and welfare. Additional legislation is being considered by the State that would further restrict smoking in state owned facilities.

According to the National Cancer Institute, the United States Department of Health and Human Service, and the California Air Resources Board, secondhand smoke (also called environmental tobacco smoke) can contain more than 4,000 chemicals, at least 250 of which are known to be harmful to human health, and 50 chemicals that are known to cause cancer. Exposure to second hand smoking not only can cause harmful impacts to children, but also can increase the rate of children and teens smoking.

In consideration of the foregoing, on June 15, 2016, the Parks and Recreation Committee unanimously supported presenting a Parks and Facilities No Smoking Ordinance to City Council for consideration. In order to develop the proposed ordinance, staff would like to receive input from City Council on the following items:

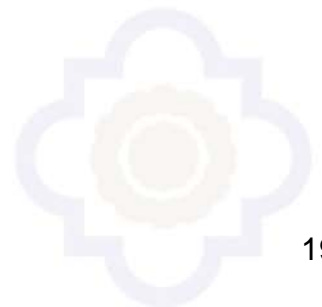
- Is there general support on the Council for No Smoking Ordinance?
- If so, should the ordinance apply to parks and facilities?
  - Option 1 Parks and Facilities
  - Option 2 Parks Only
  - Option 3 Facilities Only
- Should the ordinance apply to the entire facility or park or should there be an identified smoking area?





- Option 1 The Entire Park: Apply ordinance to the entire park.
- Option 2 Identify Designated Smoking Areas: Many of the parks and facilities hold party type events for adults where smoking may occur. For example, the parking lot at McBean Park could be designated for smoking.
- Should the ordinance apply to the smoking of any substance and to electronic cigarettes?
  - Option 1 Cigarettes Only
  - Option 2 Cigarettes and E-Cigarettes
  - Option 3 Cigarettes, E-Cigarettes, and Any Other Smoked Substance
- Should violation of the ordinance result in a citation and a monetary penalty and/or eviction from the park or facility?
  - Option 1 Monetary Penalty per Current Municipal Code: Currently, the municipal code provides for enforcement in Chapter 1.16 General Penalty through the issuance of penalties when a specific section of the code does not provide for a separate standalone penalty. Under Chapter 1.16 a first offence would be punished by a fine not exceeding one hundred dollars; a second offence in the same calendar year as the first would be punished by a fine not exceeding two hundred dollars; and a third offence in the same calendar year as the second offence would be punished by a fine not exceeding five hundred dollars.
  - Option 2 Establish a Separate Monetary Punishment: A separate monetary punishment could be established through the No Smoking Ordinance that is less or greater than the monetary penalty allowed for in Chapter 1.16.
  - Option 3 Monetary Penalty per Current Municipal Code Chapter 12.20: Chapter 12.20 Parks provides for ejection from parks for violation of any regulation contained in the chapter or for punishment by a fine not to exceed \$100 for any violation of the provisions of the chapter.

**Implementation:** Due to the staff shortage in the Police Department, it is anticipated that the enforcement of a No Smoking Ordinance would largely rely on self-policing by users of the City's park and facilities and that it is not intended for the Police Department to actively enforce the ordinance. If such an ordinance is adopted by Council, staff recommends the implementation of a public outreach program that would consist of social media postings, a notice in the Recreation Guide, notice to all sporting groups, and installation of signage at the parks.







# 11D

## CITY COUNCIL REPORT

**SUBJECT:** Adopt Urgency Ordinance 922B repealing Urgency Ordinances 912B and 915B

**SUBMITTED BY:** Leslie Walker, Interim City Attorney

**DEPARTMENT:** City Attorney

**DATE:** September 27, 2016

**STRATEGIC RELEVANCE:** Organizational Efficiency

### **STAFF RECOMMENDATION(S):**

Staff recommends the City Council adopt an urgency ordinance 922B repealing Urgency Ordinances 912 B and 915B which placed a moratorium on the approval of permits for all solar energy systems larger than 15 kilowatts.

### **BACKGROUND / INTRODUCTION:**

The City adopted Urgency Ordinance 912 B on June 7, 2016 placing a moratorium on the approval of permits for all solar energy systems larger than 15 kilowatts in order to study the potential specific, adverse impacts to the public health and safety of solar energy systems. The City adopted Urgency Ordinance 915 B on July 12, 2016 extending the moratorium for a period of ten months, fifteen days.

### **FINDINGS/ANALYSIS:**

The City has completed its review of the potential specific, adverse impacts of large scale solar energy systems and has drafted and introduced a zoning ordinance to avoid these impacts. The zoning ordinance was introduced on September 6, 2016 and is on the agenda for approval at the September 27, 2016 City Council meeting. Staff has received several inquiries from potential applicants seeking to install solar energy systems. Staff recommends the City repeal the moratorium established by Urgency Ordinances 912 B and extended 915B.

### **CONCLUSION:**

Staff recommends the City Council adopt an urgency ordinance repealing Urgency Ordinances 912 B and 915B which placed a moratorium on the approval of permits for all solar energy systems larger than 15 kilowatts.

### **ALTERNATIVES:**

1. The City Council may elect not to adopt the urgency ordinance 922B, permitting the moratorium on large scale solar energy facilities to remain in place.



2. Provide staff with further direction.

**FISCAL IMPACT:**

None.

**CITY MANAGER REVIEW OF CONTENT:**

**APPROVED AS TO LEGAL FORM:** LZW

**ATTACHMENTS:**

Urgency Ordinance 922B



## **URGENCY ORDINANCE NO. 922B**

### **AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINCOLN REPEALING URGENCY ORDINANCES 912B and 915B ESTABLISHING A MORATORIUM ON THE APPROVAL OF PERMITS FOR ALL SOLAR ENERGY SYSTEMS LARGER THAN 15 KILOWATTS**

**WHEREAS**, the City is authorized to enact an urgency ordinance pursuant to state law, including, without limitation, California Government Code section 65858 in order to preserve the public peace, health, safety or public welfare; and

**WHEREAS**, the Solar Rights Act of 1978 ("Solar Rights Act") as amended requires cities to administratively approve applications to install solar energy systems through the issuance of a building permit or similar nondiscretionary permit; and

**WHEREAS**, the Solar Rights Act permits local governments to enact standards and regulations necessary to ensure that solar energy systems will not have specific adverse impacts upon public health and safety; and

**WHEREAS**, in light of evidence of potential specific, adverse impacts to the public health and safety of locating large solar energy systems adjacent to various land uses, the City adopted Urgency Ordinance 912B placing a moratorium on the approval of permits for solar energy systems larger than 15 kilowatts and 915B extending the moratorium for a period of 10 months and 15 days while the City studied the potential impacts and drafted an appropriate zoning ordinance to address such impacts; and

**WHEREAS**, the City has completed its study and introduced Ordinance 918B during the September 6, 2016 City Council meeting regulating the placement of solar facilities within the City to reduce impacts to public health and safety; and

**WHEREAS**, enactment of this ordinance does not constitute a "Project" for the purposes of the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq., "CEQA") because it will not result in a direct or reasonably foreseeable indirect physical change in the environment (Pub. Resources Code, § 21065, Guidelines, § 15060(c)(2).)

**NOW, THEREFORE**, the City Council of the City of Lincoln does hereby ordain as follows:

#### **SECTION 1. Findings.**

A. The above-stated recitals are adopted as findings of the City Council and incorporated herein by reference, and the City Council makes the further findings as set forth in this section.

B. The City Council adopts this ordinance pursuant to California Government Code section 65858, and determines this measure is needed to protect the public health, welfare, and safety. The City enacted the urgency ordinance establishing the moratorium in light of potential evidence of specific, adverse impacts to public health and safety of locating large solar energy systems adjacent to various land uses. The City has completed its review of these potential impacts and drafted and introduced a zoning ordinance to protect the public health and safety. The Legislature, through the Solar Rights Act of 1978 and subsequent amendments, has

identified the importance of solar energy systems in meeting environmental goals. The City has received inquiries from potential applicants seeking to locate solar energy systems in the City and is now in a position to process the applications with zoning standards in place.

C. Based on the foregoing, the City Council finds that the continued prohibition on the issuance of building permits or other permits for the construction of large solar energy systems is a threat to achieving local environmental goals and therefore, should be immediately repealed.

### **SECTION 3. Severability.**

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

### **SECTION 4. Effective Date.**

This urgency ordinance shall become effective upon adoption and shall be published in full within twenty (20) days after its adoption in a newspaper of general circulation.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LINCOLN THIS 27th day of September, 2016 by at least a four-fifths vote as follows:

AYES:

NOES:

ABSENT:

APPROVED:

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Spencer Short, Mayor

ATTEST:

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Gwendolyn Scanlon, City Clerk